

3. Annexed hereto as Exhibit B is a true and correct copy of Clear Channel Communications, Inc. Code of Business Conduct and Ethics.

4. Annexed hereto as Exhibit C is a true and correct copy of the Confidentiality, Trade Secrets and Non-Compete Agreement, signed by Lou Carpino on March 20, 2006.

5. Annexed hereto as Exhibit D are true and correct copies of Employee's Acknowledgement of Receipt of Employee Guide, signed by Lou Carpino on March 20, 2006, and Employee's Acknowledgement of Receipt of Employee Guide and Code of Conduct, signed by Lou Carpino on September 15, 2006.

6. Annexed hereto as Exhibit E is a true and correct copy of the Confidentiality, Trade Secrets and Non-Compete Agreement, signed by Anthony Campbell on April 26, 2007.

7. Annexed hereto as Exhibit F is a true and correct copy of Employee's Acknowledgement of Receipt of Employee Guide and Code of Conduct, signed by Anthony Campbell on April 26, 2007.

8. Annexed hereto as Exhibit G is a true and correct copy of the Confidentiality, Trade Secrets and Non-Compete Agreement, signed by Adam Gross on June 29, 2007.

9. Annexed hereto as Exhibit H is a true and correct copy of Employee's Acknowledgement of Receipt of Employee Guide and Code of Conduct, signed by Adam Gross on June 29, 2007.

10. Annexed hereto as Exhibit I is a true and correct copy of the Confidentiality, Trade Secrets and Non-Compete Agreement, signed by Jose Torres on June 29, 2007.

11. Annexed hereto as Exhibit J is a true and correct copy of Employee's Acknowledgement of Receipt of Employee Guide and Code of Conduct, signed by Jose Torres on June 29, 2007.

12. Annexed hereto as Exhibit K is a true and correct copy of the Declaration of Robert Williams, dated March 20, 2008.

13. Annexed hereto as Exhibit L is a true and correct copy of the Declaration of Steven Kritzman, dated March 20, 2008.

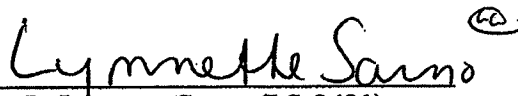
14. Annexed hereto as Exhibit M is a true and correct copy of the Declaration of Mirian Jerez, dated March 20, 2008.

15. Annexed hereto as Exhibit N is a true and correct copy of the Declaration of Bernhard Weiss, dated March 20, 2008.

16. Annexed hereto as Exhibit O is a true and correct copy of the Declaration of Leon Bart-Williams ("Bart-Williams Dec."), dated March 20, 2008.

I declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury, that the foregoing is true and correct.

Dated: New York, New York
March 21, 2008



L. Lynnette Sarno (LS-2421)

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT A

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO



Employee Guide

Revised July 2006

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Welcome to the Family!

You are now part of the Clear Channel family of companies. We are one of the largest out-of-home communications groups in the world! We will maximize the satisfaction of our customers because we have the best people in the industry. You are the critical difference in how we perform and what separates us from our competitors. At Clear Channel, we achieve our goals in one way - teamwork. Our success is a journey, not a destination.

I truly believe we can take joy in our work, perform with pride and excellence everyday, and have fun together. Of course, this means we all recognize a few general and common sense principles: respect others, play fair, and act responsibly. This is the way we all succeed.

Please take the time to really read the guide. Effective communication is what we are all about, with our audiences, viewers, customers, clients, and with each other.

Our workforce is creative, vibrant and very individual. To say we are "diverse" is an understatement. We come from an amazing variety of personal backgrounds, corporate cultures, and business perspectives. We all have learned prior routines, assumptions, and perhaps even attitudes concerning work. No one way is the "right" way. To reach our dreams, we must make allowances for each other, and be open to change and accommodation. Our differences can be our greatest strength - if we let them.

Please remember, the Open Door Policy isn't just printed words on paper, it's real and meaningful. Our Company depends on your ideas, your creativity and your excellence. We want to hear from you if you have a concern. I am honored to be a part of this "dream team" and privileged to serve with you in our continuing journey.

Best regards,

L. Lowry Mays
Chairman of the Board
Clear Channel



The Clear Channel Creed What We Believe

We are in the business of assisting our customers and partners grow their businesses. We do this effectively with a wide variety of outstanding products and initiatives.

We believe that as we maximize our customers' and partners' satisfaction, we will deserve and earn their continued loyalty. Our goal is to have long term, mutually profitable business relationships.

We believe in providing superior value to customers through high quality, technologically advanced, fairly priced services designed to meet customer needs better than any alternatives.

We believe Clear Channel's people are our most important asset. Our teams make the critical difference in how we perform. Their skills, talents and determination separate us from our competitors. We also believe people can best achieve their full potential when they enjoy their work, so it is a priority to provide a workplace where growth, success and fun go hand in hand.

We believe we have an obligation for the well-being of the communities in which we live. We further believe the future success of our communities and the industries in which we operate is dependent upon the high standards we set, the responsibility we show, and the positive impact of our actions.

We believe excellence is the standard, and we seek to achieve excellence by encouraging and nourishing these core values:

- Respect for the individual.
- Honest, open communication.
- Individual development and satisfaction.
- A sense of ownership in Clear Channel's success.
- Participation, cooperation and teamwork.
- Creativity, innovation and initiative.
- Prudent risk-taking.
- Recognition and rewards for achievement.

We believe success is measured by:

- Showing leadership in the markets we serve.
- Developing our people.
- Maintaining the highest standards of ethics and integrity in everything we do.

We believe the ultimate measure of our success is to provide a superior value to our stockholders.

About Clear Channel

You are a member of the Clear Channel family of companies. We are a world leader in radio, television, national advertising, outdoor and interactive services. We welcome you to our successful workplace. We distinguish ourselves because of our employees - you! We have the most creative, diverse, and vibrant workforce, ready for any challenge. The headquarters for Clear Channel is in San Antonio, Texas. To learn more about Clear Channel and Interactive Services, please check out our website at www.clearchannel.com.

About this Guide

It's called a "guide" for a reason! We want to give you information that will help guide you in being happy and successful in your job. As you do your job, you may find certain situations that aren't covered in the guide. In this case, ask your supervisor to explain or help.

This guide is not a contract or a contractual commitment of continued employment. Except as otherwise required by law, this guide may be modified without prior notice. The guide applies to all U.S. employees except where superseded by specific terms of an express and signed written contract signed by the head of your Division or valid collective bargaining agreement. Applicable contract or bargaining unit provisions may replace those provided in the guide so persons with contracts or those in bargaining units may not be eligible for provisions mentioned in this guide, or there may be policies in this guide superseded by your contract. To get more detail on applicability, contact your supervisor.

If any of the policies in this guide conflict with local, state, or federal laws, we will follow those laws, not the guide.

Your Division may have Division-specific policies which vary slightly from the general policies stated in this Clear Channel Guide. In most cases, these specific policies are found in the Division Addendums at the end of this guide. Contact Human Resources or Legal for clarification if you are not sure of the applicable policy.

At Will Employment

Employment at Clear Channel is employment at-will, unless modified by the specific terms of a written employment agreement signed by the appropriate company official. Employment at-will means that the employment relationship may be terminated at the will of either the employer or the employee. Employment may be terminated with or without cause and with or without notice by you or Clear Channel. Terms and conditions of employment with Clear Channel may be modified at the sole discretion of Clear Channel with or without cause and with or without notice.

Signals for Success

Here at Clear Channel, we all follow a few simple rules. Our Signals for Success help make Clear Channel a great place to work. In no particular order, they are:

1. **Have fun.**
And we mean it! We want you to love your job, and do it the very best you can.
2. **Respect others.**
We have zero tolerance for any type of discrimination or harassment in the workplace. Our success comes through treating co-workers, supervisors, and our clients with respect.
3. **Play fair.**
Our Open Door Policy helps make our workplace a success. Employees are able to speak out on their ideas and concerns. And we always try to work together to avoid conflicts.
4. **Act responsibly and work safely.**
We expect our employees to show up for work on time, be professional, and do great work. Above all, act responsibly and safely and be sure to report any unsafe working condition.
5. **Obey the law.**
Obey all federal, state, and local laws.
6. **Maintain goodwill.**
Employees are an important part of our public image. Always present yourself in the best way possible and act with integrity. The Clear Channel family believes in being a good citizen of the community. We encourage you to get involved in volunteer or community work that interests you!

Equal Employment Opportunity (EEO)

Clear Channel is an equal opportunity employer. We believe our creativity and productivity are best with a diverse workforce. Therefore, Clear Channel strongly encourages people of all backgrounds to apply for positions for which they are qualified.

Clear Channel hires employees based on their experience, talent, and qualifications for the job. Discrimination or harassment based on race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification is strictly prohibited.

We afford equal employment opportunities to qualified individuals with a disability. For this reason, Clear Channel will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Human Resources representative or e-mail us at hr@clearchannel.com.

Open Door Policy

From time to time, a complaint, misunderstanding, or question may arise which involves your work. This may involve your duties, a matter concerning another employee, or a matter concerning a member of the public, customer, client, or prospective client. We try our best to understand our

employees' concerns, and to improve things when possible. If you have a problem, complaint, or suggestion relating to your employment, speak to your supervisor. Clear Channel encourages you to provide ideas and suggestions for improvements.

- If your supervisor seems unwilling or unable to address the matter, you should feel free to discuss your concerns with any manager or your Human Resources representative.
- You can ask to speak to any manager or your Human Resources representative without your supervisor being present. However, in this case the person you speak with has the right to share information from this meeting with your supervisor.
- If you do not feel comfortable discussing a particular problem with your supervisor or your Human Resources representative, you should contact the Corporate Human Resources department at our toll-free number – 888-403-HRCC (888-403-4722). Or you can reach us at hr@clearchannel.com. Please be sure to identify yourself and let us know how to contact you, as anonymous complaints will not be investigated. Clear Channel does not tolerate retaliation against employees who raise issues in good faith.

Employee Hotline

The toll free Clear Channel Employee Hotline (888-403-4722) is a key component of our Open Door Policy, and has proven highly effective in helping employees resolve employment-related concerns that they are uncomfortable discussing with their immediate supervisor. The Hotline also provides employees with a secure and confidential way to report any other concerns about company operations, including accounting, internal accounting controls, or auditing issues. If you have knowledge of any questionable activity within our company, we want to know about it. Complaints regarding accounting, internal accounting controls, or auditing matters may be submitted on a confidential and anonymous basis, and these complaints will be presented to the Audit Committee.

You can call the Hotline without fear of reprisal regardless of whether you choose to remain anonymous. In fact, any employee who retaliates or condones retaliation against a fellow employee who makes a complaint he or she reasonably believes to be true will be subject to immediate disciplinary action, up to and including unpaid suspension and/or termination.

Harassment

We have zero tolerance for any speech or conduct that is intended to, or has the effect of, abusing or harassing any employee because of his/her race, sex, religion, creed, national origin, age, disability, gender identity or expression, sexual orientation or any legally protected classification. This means that you may be subject to discipline including termination for violations of this policy. Examples of such conduct include (but aren't limited to) epithets or slurs; threats, intimidation, or hostile acts; verbal, written, electronic or graphic materials that denigrate, show hostility, or show an aversion toward an individual or group, which are placed on walls, bulletin boards, or anywhere on Company property or are circulated in the workplace. Such actions damage employee morale

and camaraderie. You should respect your fellow employees and treat them as you expect to be treated.

If you think that you, or another employee, have been harassed as described above, use the Open Door Policy. Tell your immediate supervisor, other manager, or a Human Resources representative as soon as possible after the incident.

Sexual Harassment

Like other types of harassment, sexual harassment of employees is against the law and will not be tolerated.

What is Sexual Harassment?

- Sexual harassment includes unwelcome sexual advances, propositions or demands for sexual favors. It also includes unwelcome physical touching (like pinching, patting, or intentional brushing against another person's body).
- Sexual harassment includes verbal harassment, such as offensive and unwelcome sexually oriented abusive speech or conduct.
- Examples of conduct prohibited by this policy include sexually suggestive comments, such as sexually offensive jokes, materials (whether printed or electronic), and nonverbal sexual messages, such as suggestive looks or gestures.
- Another kind of sexual harassment is when a supervisor makes (or threatens to make) job-related decisions based on an employee's submission (or failure to submit) to sexually harassing conduct. Such threats could either be direct or implied – it's still sexual harassment.
- In some cases, simply telling the person that their words are offensive, unwelcome, or could be misunderstood is enough to fix the problem. All employees are encouraged to avoid jumping to conclusions, and to try to work the situation out with the other person, if possible.
- Supervisors should keep in mind that subordinates often feel uncomfortable about criticizing a supervisor in any way. Whether a supervisor means it or not, the idea that a supervisor has "power" makes this kind of communication hard for the subordinate. Supervisors should be sensitive to this and cautious in these situations. In addition, no one should interpret silence as consent.
- If there is any possibility that your conduct might be misunderstood as sexual harassment, don't do it.

Other Sources of Harassment

Clear Channel also prohibits harassment of our employees in the workplace or on the job, by individuals who are not employees, but with whom you must work in order to do your job. This includes vendors, contractors, and sometimes even clients and customers (including listeners and viewers).

Of course, Clear Channel has limited ability to control these individuals in many cases, but Clear Channel pledges to take appropriate action to stop such harassment. These situations must be reported immediately.

Use the Policy

If you can't resolve a situation with someone directly, report the harassment as soon as you can, even if you aren't sure that the actions are harassment.

How to report a Situation

- If you believe you, or another employee has been harassed, tell your immediate supervisor, any manager, or a Human Resources representative. Call Human Resources at our toll-free number – 888-403-HRCC (888-403-4722). You can also reach us at hr@clearchannel.com. Of course, the sooner you report the incident, the sooner the company will have the opportunity to resolve it.
- We will pursue the matter seriously, promptly, and as confidentially as possible.
- The person who initially responds to your complaint may ask you to make your complaint in writing to assist with any investigation. Your complaint should include details of the incident or incidents, names of the individuals involved, names of any witnesses, and all other information that may support your complaint. The person who investigates your complaint will attempt to limit the disclosure of your complaint to the person(s) involved with it, and those who must participate in the complaint's investigation and resolution.
- If it is determined that harassment has occurred, we will take appropriate corrective action.
- Clear Channel will never punish you in any way for making a good-faith complaint of harassment or for your good-faith participation in an investigation. We also will not tolerate any retaliation by management, employees, or coworkers.
- All employees are expected to fully cooperate in an investigation of a complaint.
- If you fail to cooperate, or are dishonest about a complaint, you will be appropriately disciplined, up to and including unpaid suspension and/or termination.

Threats, Violence, and Weapons

To ensure an environment that is safe and free of violence for its employees, contractors, and guests, Clear Channel prohibits the wearing, transporting, storage, presence or use of dangerous weapons on company property or at a function sponsored by Clear Channel regardless of whether or not the person is licensed to carry the weapon. Clear Channel prohibits violence or threats of violence of any sort, including verbal or written abuse, stalking, harassment, horseplay, physical attacks, fighting and unwelcome physical touching, sexual or otherwise.

If you are aware of threats against employees, or a potentially violent situation, it is your responsibility to notify a member of management immediately. It is also important to know the

signs of potential violence. Workplace violence in almost all cases can be prevented as the perpetrators not only exhibit signs of erratic behavior, but usually even boast about their plans to peers. Those who are tipped off usually don't take the threats seriously. Factors leading to workplace violence can include such things as severe personality conflicts among personnel, family and marital problems, drug and alcohol abuse, anxiety, or extreme stress.

"Company Property" covered by this policy includes all Clear Channel company-owned or leased buildings and surrounding areas, such as sidewalks, walkways, parking lots and driveways under the company's ownership or control. Furthermore, this policy applies to all company-owned, leased vehicles any and all vehicles that come onto company property.

"Dangerous Weapons" include, but are not limited to, handguns, firearms, explosives, knives and other items that could be perceived as weapons.

If employees have a question regarding whether an item is covered under this policy, they should contact Human Resources. Employees have the responsibility to make sure that any item this is possessed by them is not prohibited by this policy.

Clear Channel reserves the right at any time and at its discretion to search all company-owned or leased vehicles and all vehicles, packages, containers, briefcases, purses, lockers, desks and persons entering company property, for the purpose of determining whether any dangerous weapon has been brought onto company property or premises in violation of this policy. Any employee failing or refusing to promptly permit a search under this policy will be subject to discipline up to and including unpaid suspension and/or termination.

Any employee who violates this policy is subject to disciplinary action, up to and including discharge. A client or visitor who violates this policy may be removed from the property and reported to police authorities. This policy does not apply to any law enforcement personnel or security personnel engaging in official duties and unless otherwise required by federal, state or local law.

If you are feeling overwhelmed, either because of job-related or personal reasons, or you know someone who is, use the Open Door Policy and talk with your supervisor or a manager. He or she should be able to help you find resources. You should also feel free to contact the Human Resources department to talk through any issues and for referrals to professional help. Contact us at 888-403-HRCC (888-403-4722) or at hr@clearchannel.com. Clear Channel also provides a free Employee Assistance Program for all regular full-time employees.

Security

Of the many policies established within the company, there is only one policy that equally affects and requires everyone's cooperation to be successful; that policy is the Security Policy. The primary focus of a security policy is for the protection of company assets and to ensure your safety and security and that of your co-workers. Security is your responsibility and only through your cooperation will we have a safe and secure working environment.

Visitors

Unless specifically authorized, all visitors to any Clear Channel facility are to be escorted at all times. All visitors to an office or facility maintained by Clear Channel should be directed to the reception area and remain there until proper identification and badging are completed. If you escort a visitor in, you should escort the visitor back to the reception area when she or he finishes the visit. If you escort a visitor in, but leave the visitor with another employee, it is your responsibility to make sure that the visitor is taken back to the reception area when she or he finishes the visit. If you see an unescorted visitor, escort them back to the reception area and notify security. Unescorted visitors or non-employees are not allowed inside an office after normal business hours or on weekends and holidays.

Offices and Related Facilities

You must never disable, disarm, obstruct, or tamper with any doors or fire exits; locks, alarms, or other security devices; smoke alarms, fire alarms, or security lights; fire extinguishers or sprinklers; or similar devices or equipment. If you hear an alarm or suspect a malfunction with any building systems, please notify security immediately. Clear Channel expects every employee's cooperation in the event of a fire drill or fire, e.g., by expediently evacuating the building should it become necessary; severe weather drill or alert; or in response to any comparable threatening event.

If you are issued a building key or a building access card, do not loan it to anyone else, even another employee, and do not copy or duplicate a building key or access card. If the office where you work is equipped with a passive security system (a device which requires a code, card key, or combination for entry), you must never share the code, card key, or combination with anyone. If you violate this policy you will be subject to disciplinary action up to and including unpaid suspension and/or termination.

Computer System Access

Generally

The following outlines the acceptable use of computing resources and network systems at Clear Channel. These rules are in place to protect the employee and Clear Channel. Inappropriate use exposes Clear Channel to risks including virus attacks, compromise of network systems and services, and legal issues.

All authorized users are responsible for the security of their passwords and accounts. Users are required to take reasonable measures to prevent unauthorized use of the computing resources made available to them. To ensure the security of your system when your PC is unattended, it must either be:

- a. in a locked room
- b. password protected (control+alt+delete)
- c. with a screen saver password
- d. logged off of the network
- e. shut down

Password protected screen savers should be set to automatically activate after 15 minutes of inactivity. To set your screen saver, go to "Start," then "Settings," then "Control Panel," then "Display," then "Screen Saver" and set the "Wait" time to 15 minutes or less, and check the box next to "On resume, password protect."

Laptop computers and personal digital assistants ("PDAs," which include Blackberry devices and mobile phones which can send and receive email) should be protected from theft at all times. Laptop computers should be secured to an unmovable piece of furniture using a locking device when unsupervised. Both laptop computers and PDAs should be protected from unauthorized access by a login and password.

Passwords

If you are issued an application or network username/password, treat it as sensitive, confidential information.

- Do not share it with anyone else, even another employee.
- Do not leave the access information where it could be found by another employee or someone outside of the company.
- While you should of course choose a password you can remember easily, the best passwords do not include words that are familiar to the general public (in fact the hardest passwords to "crack" incorporate foreign language words); you should not use in your password relatively obvious words like sports team names, college names, etc.

Unauthorized use of your username/password information could subject you to appropriate administrative disciplinary measures, possible job loss, and even criminal prosecution. Use of Clear Channel applications and network connections are a privilege that can be revoked if abused.

Special precautions:

If you take sensitive information (e.g., personal information concerning company employees, strategic business plans, etc.) in electronic format out of your office (even if to another Clear Channel office), you should password protect all files containing such information (whether such files are on a notebook computer or in a storage medium like a compact disk). If you need any assistance in applying passwords to any files or desire assistance with even stronger security measures, please contact the Help Desk (1-888-271-2395; or helpdesk@clearchannel.com).

If your laptop computer is stolen or lost, immediately inform the Help Desk (1-888-271-2395; or helpdesk@clearchannel.com), so that they can help you change your network password, and prevent unauthorized access to the company network using your laptop computer. In addition, you should immediately contact the Legal Department concerning the theft of any company computer equipment or company files.

Additional computer usage policies are found on the CCRC in the Clear Channel Information Technology Security Policy at the links below. Each computer system user is required to adhere to these policies. Please be sure to download and read the IT Security Policy for more information on your responsibilities.

<http://mycorp.clearchannel.com/C4/C18/Standards/Articles/IT32-02.aspx>

<http://mycorp.clearchannel.com/C4/C18/Standards/Articles/IT43-04.aspx>

Different or additional security measures may apply where you are assigned to work. Be sure you know what those are and follow them at all times!

Substance Abuse Policy

(Outdoor employees see Clear Channel Outdoor Addendum)

Clear Channel is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Clear Channel employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. For this reason, Clear Channel has developed a substance abuse policy that all must follow. The policy and guidelines are described below.

State law may also require other substance abuse and drug testing policies for certain locations. If you have a question about whether there is a different policy that applies to your workplace, contact your supervisor.

An employee may occasionally be asked to attend a business event where alcohol is served. Clear Channel neither requires nor expects any employee to consume alcohol at these events. If you do consume alcohol while on Company business, Clear Channel requires you to act responsibly and professionally. Under no circumstances should you compromise your own safety, or that of others. Be certain of, and make satisfactory arrangements for, safe transportation back to your home. Clear Channel will reimburse your taxi fare from an event to your home under these circumstances.

It is a violation of company policy to engage in the illegal use of drugs or with a level of alcohol that may impair your performance on the job.

Employees who are taking prescribed medication which could affect their job performance or jeopardize workplace safety should report this to their supervisor before starting work. If necessary, Clear Channel will take appropriate action to make sure everyone is safe.

Violations of this policy may result in disciplinary action up to and including unpaid suspensions and/or terminations.

Request for Referral

- It is the responsibility of the company's supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee is under the influence of alcohol or other drugs. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who uses alcohol or

other drugs in the workplace to seek help.

- Employees who want rehabilitation or counseling for drug or alcohol abuse should contact Corporate Benefits at 877-784-2855 or email benefits@clearchannel.com to confidentially discuss available benefit resources. The company offers an Employee Assistance Program (EAP) benefit for eligible employees and their dependents. The EAP provides confidential assessment, referral and short-term counseling for employees who need or request it. If a referral to a provider outside the EAP is recommended by the EAP, costs may be covered by the employee's medical insurance, but the costs of such outside services are the employee's responsibility.
- Employees having a problem with drugs or alcohol are encouraged to seek help before their behavior creates a need for disciplinary action or termination.

Testing for Drug or Alcohol Use

If an employee's workplace behavior suggests a problem with drugs or alcohol, and if the employee works in a safety-related position, he or she may be asked to take a drug/alcohol test. If you are a supervisor and you wish to refer an employee for a drug and alcohol test please refer to the Manager's Guide or contact Human Resources at 888-403-HRCC (888-403-4722) or e-mail us at hr@clearchannel.com.

- A request for drug testing is at the sole discretion of Clear Channel, and will follow state and federal laws.
- Testing for drugs or alcohol will be conducted only if the testing is job related and consistent and necessary. As long as they are employed with Clear Channel, employees are understood to agree to submit to such limited permissible testing.
- Clear Channel uses reliable, medically accepted methods for screening for drug use and alcohol levels, such as urine screens, blood tests, or other medically accepted procedures.
- Whenever a person is required to submit to a drug or alcohol test, that person's written consent will be obtained before the test. If the employee refuses to consent in writing to a drug or alcohol test, this is considered a violation of policy, and that employee may lose their job.

Safety

(Outdoor employees see Clear Channel Outdoor Addendum)

Clear Channel takes safety very seriously and works hard to provide a safe workplace for employees. To help keep this safe environment, it is very important that you immediately report unsafe conditions or violations of safety rules.

- You should report unsafe conditions, potential hazards or safety violations to your supervisor. Then you should make sure the situation is fixed.

- If the situation is not satisfactorily resolved, please contact your local Human Resources representative, or contact the Human Resources department at 888-403-HRCC (888-403-4722) or hr@clearchannel.com.
- Information you report will be kept as confidential as possible, and you cannot be punished for reporting unsafe conditions.
- If an unsafe condition or accident occurs (even if no one is injured), you should report it to your supervisor as soon as possible.
- You should also report all incidences to your supervisor immediately, complete any appropriate paperwork, and provide it to your supervisor or your Human Resources representative.

Insurability

All employees whose duties require driving must be insurable at standard automobile rates at all times to keep their jobs. This means you need to keep a good personal driving record to protect your job.

- Drive safely at all times, both on and off the job.
- If you have traffic violations that take you out of the standard auto insurance rate, you risk losing your job.
- If your job requires driving, and you are ticketed for driving under the influence of an intoxicating substance, you may lose your job.
- You may be required to complete an application for a Motor Vehicle Registration (MVR) for your position with Clear Channel or you may be required to maintain special insurance on your vehicle under your personal coverage.

Employee Classifications

There are three groups of employees at Clear Channel for benefits and employee policy purposes:

Regular Full-time

These employees are not in a seasonal or temporary status and are expected to consistently work at least 30 hours per week throughout the year (excluding any unpaid periods during a work day). Generally, they are eligible for Company benefits, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-time

These employees are not in a seasonal or temporary status and are expected to consistently work less than 30 hours per week throughout the year (excluding unpaid periods during a work day). Generally, they are not eligible for paid leave, paid holidays, paid sick leave, benefits (unless

otherwise required by law), and other opportunities that may be available to regular full-time employees.

Seasonal or Temporary

These employees are hired to fill seasonal positions or temporary positions. These employees are expected to work less than 36 consecutive weeks per year. They are not eligible for paid leave, paid holidays, paid sick leave, benefits (unless otherwise required by law), or other opportunities that may be available to regular full-time employees.

Confidentiality

Clear Channel expects each employee to exercise discretion in the access and use of company information and information systems. In the course of your work, you may have access to Clear Channel's valuable confidential information about, including (but not limited to):

- Business promotion strategies and plans (these may be in writing, communicated orally, or exist as a matter of practice or custom).
- Proposals to clients or potential clients, including information compiled or prepared to assist with proposals to clients or potential clients.
- Client lists or prospective (e.g., "target") client lists.
- Client requests (whether presented orally or in writing) for information, proposals, promotional assistance, or other information, which relates to Clear Channel or to the client.
- Event or potential event information, including dates, locations or costs, ticket prices, on-sale information, and ticket price determination formulas, methods, strategies, or variations.
- Information regarding other employees and their employment with Clear Channel, including personal information that you learn in the course of your job duties.
- Information regarding the talents, skills, abilities, and work experience of other employees.
- Computer hardware, software, or computer-related information, whether purchased or created by or on behalf of Clear Channel, as used or applied to Clear Channel's business.
- Information, which pertains, directly or indirectly, to contemplated or actual business relationships between Clear Channel and businesses that engage in activities related to Clear Channel business, e.g., promoters, advertising or marketing firms, etc.
- The identity of consultants, vendors, or other third parties that provide or seek to provide services to Clear Channel, together with the nature of any such services.

- Personal information regarding non-employees, which is obtained through Clear Channel's promotional activities (such as information regarding Internet website visitors, contest winners, email newsletter subscribers, etc.)

It is your responsibility to keep this confidential information confidential. You must also not use any of this confidential information except as directly necessary for your job. This policy does not include information which is routinely made open to the public. If you have any doubt, don't disclose the information.

If you have a question about whether particular information is confidential, ask your manager.

You may not make or keep copies of records of any type which contain trade secrets or confidential information, unless you are required to make the copies as part of your job for business reasons only.

Clear Channel also may require you to sign a confidential information protection and non-disclosure agreement as consideration for your employment or continued employment. Any such agreement will only supplement this policy.

Under no circumstances may you reveal, use, or rely on a previous employer's trade secrets or confidential information in your work for Clear Channel. If you have confidential information from a previous employer, if you are subject to an agreement regarding your previous employer's trade secrets or confidential information, or if your previous employer required you to sign a non-competition agreement, you must immediately let your supervisor know.

Violation of this policy will not be tolerated, and we will take appropriate disciplinary action up to and including unpaid suspension and/or termination.

This Confidentiality policy is not intended to prohibit employees from discussing with one another, or with third parties who are not competitors of the Company, wages, hours, and other terms and conditions of employment.

Media Contacts

You may never respond to an inquiry or request or a comment or statement from a member of the media (e.g., a news reporter, television or radio reporter, reporter, or columnist), unless your work for Clear Channel specifically authorizes you to speak to the media on behalf of Clear Channel. Relay all such requests to a designated media contact or your manager.

Electronic Recording of Conversations

Do not record any conversations unless required in the course of your job duties. Employees who violate this policy may receive disciplinary action up to and including unpaid suspension and/or termination.

Electronic Information and Internet Usage

Clear Channel provides employees with different kinds of electronic communications devices that help us be more efficient and maximize our business efforts. These include (but aren't limited to) computers, e-mail, Internet access, fax machines, telephones, voice mail, and pagers. All electronic communications and internet technology, including all software and hardware, remain the sole property of Clear Channel.

Employees do not have personal privacy rights when it comes to information composed, created, received, downloaded, retrieved, stored, or sent using electronic communications devices. Clear Channel also maintains an audit log of every Internet access transaction. Clear Channel has the right to access and review electronic files, messages, mail, etc. We might need to do this for business reasons, or to make sure there is no misuse or violation of Company policy or any law. This may happen at any time and without notice to you. By accessing Clear Channel's e-mail or Internet system, all employees knowingly and voluntarily consent to electronic monitoring, and they acknowledge Clear Channel's right to conduct such monitoring.

Electronic communications and the Internet are for use on job-related activities. However, it is permissible to use e-mail and the Internet for personal (not for profit) reasons on a very limited basis. Make sure the information in your e-mails is accurate, appropriate, ethical, and lawful.

Proper use of email systems will allow the Company and its employees to take efficient advantage of this important resource. Email system users who violate this policy are subject to immediate discipline up to and including termination.

- All electronic communications pertaining to Clear Channel business, property, personnel, or benefits must be conducted using the Clear Channel corporate email system only. External personal email systems such as Hotmail, Yahoo, GMail, and POP3 accounts must not be used for this purpose.
- Only Clear Channel email addresses will be used by Clear Channel corporate when disseminating confidential or personal information via email.
- All messages sent in the mail systems must be consistent with proper business practices and comply with all applicable laws and Company policies and procedures, including policies concerning copyright infringement, confidentiality, discrimination, harassment and equal employment laws. Users should have no expectation that materials composed, sent or received over the mail systems are private or confidential. The Company may access, monitor, read, disclose, and delete messages and attachments in the mail systems at any time and for any reason without permission of or advance notice to the user.
- In order to keep enough room to store messages on the mail systems, and to maximize efficiency of the mail systems, each employee user has a limited amount of storage capacity in his or her user mailbox. Once the mailbox reaches the size limit (currently 85 MB), a warning message will be sent, instructing the user to remove messages from the users mailbox. Once the mailbox reaches 100 MB of data, the user will not be able to send messages until such time as the mailbox size falls below 100 MB. Increased storage capacity is available for a charge. For details, see Section VII Message Storage, Retention and Deletion in the policy.
- On occasion, users may have emails that may relate to a matter involved in a pending or foreseeable lawsuit or legal proceeding. It may be prudent, or required by law, that the Company preserve (and not delete) such emails. If you believe that you have any such

emails, or are uncertain whether a particular email should be deleted, contact the Company's Legal Department to obtain advice and instruction. Such emails may not be deleted until and unless advice and instruction is received from the Company's Legal Department. This is an important exception to the Company's general Email Policy.

- The Company performs back-ups of the mail systems every day, and retains those back-ups for 5 days. The back-ups are for disaster recovery of the mail systems. After that 5-day period, each back-up tape is erased and recycled.

Sending or posting confidential or sensitive material, trade secrets, or proprietary information outside Clear Channel is prohibited. This includes sending or posting messages or material that could damage Clear Channel's image or reputation (both from work or home, and during working or nonworking time). Employees who misuse communications devices or engage in defamation, misappropriation of trade secrets, misappropriation or unauthorized communication of confidential Company information or related actions using Clear Channel's communication devices will be appropriately disciplined up to and including unpaid suspension and/or termination.

Any information you compose, transmit, access, or solicit must not contain content that could be considered discriminatory, slanderous, offensive, obscene, threatening, harassing or intimidating. Other examples of unacceptable content may include (but aren't limited to) viewing or exchanging pornography or other obscene materials.

Many computer systems and tools are put into place enabling Clear Channel to be an industry leader. Many of these systems require authentication (system access) by means of username and password. In order to effectively maintain data confidentiality and to prohibit unauthorized access to these systems, please do not share your username and password. Please always adhere to the following password principles:

- All passwords are to be treated as sensitive, confidential information
- Do not share passwords with anyone, including administrative assistants
- Do not reveal a password over the phone to ANYONE, including CC Help Desk or any other computer support personnel.
- Do not reveal a password in an email message
- Do not reveal a password to your supervisor
- Do not talk about a password in front of others
- Do not hint at the format of a password (e.g., "my family name")
- Do not reveal a password on questionnaires or security forms
- Do not share a password with family members
- Do not reveal a password to co-workers while on vacation

Company resources (computers and network connections) are not to be used to distribute data which may be protected by copyright. This includes providing for distribution of MP3 files using a file sharing methods such as Kazaa or the Gnutella network. P2P File Sharing applications have been used for the distribution of copyrighted content. Napster, Morpheus, KaZaA, WinMX, EDonkey, Grokster, Aimster, Madster, AudioGalaxy and Gnutella, are examples of the kinds of P2P File Sharing software which can be used inappropriately to share copyrighted content. The CCW wide area network is configured to prohibit P2P file transfers. Computer users are not to install P2P applications as they will not successfully transfer files. Any employee found to have

knowingly violated this policy might be subject to disciplinary action, up to and including termination of employment.

Clear Channel employees and contractors with remote access privileges via VPN or dial up connectivity should ensure that their Clear Channel-owned or personal computer or workstation is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the user. All hosts that are connected to Clear Channel internal networks via remote access technologies should not have critical operating system security vulnerabilities and use the most up-to-date anti-virus software, this includes personal computers.

You are also responsible to comply with all other IT policies, which may be found on the CCRC or see your business manager.

Identity Information Privacy Policy

Clear Channel takes our employee's privacy concerns seriously, and we make it a priority to protect personal information from unnecessary disclosure to the fullest possible extent. It is required that employees provide Clear Channel with social security numbers and other personal information to fulfill certain employment requirements, such as income tax reporting, compliance with immigration laws, and the performance of background checks and driving eligibility checks. Clear Channel takes the following precautions to ensure the protection of an employee's private information:

- Clear Channel will not disclose more than four sequential digits of an employee's SSN to any third party other than those required for regulatory or benefit plan reporting purposes. All such disclosures will be made only through encrypted, secure sites.
- Clear Channel will not disclose more than four sequential digits of an employee's SSN to any third party, display them in public (including on ID badges, accessible computer screens, bulletin boards, etc.), or include them in any visible form on a mailed document or information, except as required for regulatory or benefit plan reporting purposes. Employees will not be required to use or transmit all or part of the SSN over the Internet or any computer system or network, unless the connection is "secure" or the transmission "encrypted." Clear Channel will not place more than four sequential digits of an employee's SSN on any document or information mailed to an employee, unless:
 - the release of the information is authorized by state or federal law;
 - the release is in the course of a bona fide application or enrollment process initiated by the employee;
 - or the information is released to establish, confirm the status of, service, amend or terminate an employee or health insurance benefit, or the accuracy of the SSN itself.
- Clear Channel limits access to social security numbers and other personal information to those employees and/or agents with a legitimate need for the information;
- In compliance with Clear Channel's document retention and destruction protocols, when the company disposes of documents containing employee social security numbers and

other personal information, the documents are shredded or otherwise destroyed in a manner that makes the personal information undecipherable.

Access of or disclosure of personal information in violation of this policy shall result in disciplinary action up to and including termination.

Copyright

At times, you may wish to make and distribute copies of copyrighted material to co-workers. Doing so on a limited, occasional basis may be considered "fair use." You should not routinely photocopy copyrighted material for use at Clear Channel. This may constitute copyright infringement and is against Clear Channel policy. You can avoid this type of infringement by doing one of the following:

- Circulate the actual publication in which the copyrighted material appears.
- Circulate copies of the table of contents of the publication in which the copyrighted material appears.
- Purchase more subscriptions to the publication.
- Contact the publisher about purchasing a license to make multiple copies.

If you have any questions regarding this policy, please contact the Legal department.

Nepotism

No employee may directly or indirectly supervise a member of his or her immediate family. For purposes of this policy, "immediate family" is defined as spouse, domestic partner, children, siblings, parents, grandparents, grandchildren, sons-in-law, stepparents, stepchildren, legal guardians, parents-in-law, brothers-in-law, sisters-in-law, and grandparents-in-law. Any exception to this policy must be approved by the head of your Division. The only exception not requiring approval is for employees who were employed by prior employers acquired by Clear Channel. In the event that marriage of employees places them in violation of this policy, they will be given the opportunity to decide between themselves which of them is to request a transfer or resign. Clear Channel will consider such a transfer request, but cannot guarantee placement somewhere else. If the employees don't make this decision within sixty (60) calendar days, one of the employees will be transferred or discharged.

Personal Relationships

Romantic or sexual relationships between a supervisor and an employee who reports to him or her are strongly discouraged.

- Clear Channel does not want to interfere unnecessarily with your activities away from the workplace. However, these relationships can jeopardize the supervisor's effectiveness, be seen as unfair by other employees, and generally complicate working relationships.

- If an intimate relationship negatively impacts job performance or business, Clear Channel may require a transfer, resignation, termination, or other appropriate action.

Salary and Benefits

Promotions, benefits, increases in salary, and other terms of employment depend on many factors, such as your performance and the current financial environment. Clear Channel may also consider work background, experience, years of service, location, market conditions, profitability, job-related skills and abilities, and other factors. The needs of Clear Channel may change from year to year, and so the factors that determine salary and benefits might also change.

Attendance and Punctuality

You should always show up on time and be ready to work at your job as assigned.

- If you will be late or absent, call your supervisor or the office manager with as much notice as possible. Follow any additional rules set by your office manager or supervisor concerning their late/absent policies.
- If you are required or allowed to work away from your regular workplace, you may be asked to account for your time and whereabouts.
- If you miss more than three (3) days of work for medical reasons, you are typically required to give your supervisor a written statement from your doctor stating that you must miss work. You must also report your status as requested by your supervisor until you are able to return to work. In addition, we may ask that you provide a note from your doctor stating that you are medically able to return to work.

Employees who do not report to work or call their supervisor for three (3) consecutive days will be considered to have abandoned their job.

Work Hours and Overtime

If you are a non-exempt employee, you must report all hours worked. Do not misstate your hours worked or complete someone else's time record.

From time to time, non-exempt employees may be asked to work overtime. Do not work overtime unless you first obtain advance approval from your supervisor.

Hours paid but not physically worked (such as holidays, vacation and sick leave) do not count toward the calculation of overtime.

Tobacco

The use of any tobacco product is prohibited in all Company offices.

Personal Property

Clear Channel assumes no liability or responsibility for your personal property, including personal injury, damage, theft, or other loss.

Cell Phone Use While Driving

While operating a vehicle and conducting Company business, including after-business hours and on weekends, all employees are strongly discouraged from using cell phones or PDA's unless the employee utilizes a "hands-free" device such as an earpiece or speaker-feature. This policy also applies to the use of company provided cell phones for personal incidental use.

Leaves of Absence

We offer six types of leave to eligible employees:

1. Family & Medical Leave
2. Medical Leave
3. Military Leave
4. Personal Leave
5. Jury Duty Leave
6. Workers' Compensation

Additional leaves may be granted in accordance with applicable state law requirements. For any type of leave other than Family & Medical Leave (see the following section), you should make a request in writing at least ten (10) days before the requested absence, except in emergency or unforeseeable situations. Be sure to notify your supervisor and get his or her approval.

While on an unpaid leave of absence, employees will not earn any additional fringe benefits such as vacation or paid "sick" days, and they are ineligible for pay on holidays that fall during leave. If an employee is receiving disability insurance payments or worker's compensation benefits, the employee is still considered to be on an unpaid leave of absence for purposes of this policy.

Employees who do not return to work on the first regular working day following the end of the approved leave of absence may be terminated.

In no event will all leave combined last longer than twelve (12) months and all employees will be automatically terminated from Clear Channel after twelve (12) months of leave, unless otherwise provided by state or federal law. Some types of leave may be shorter, as noted in this guide. Minimum length of time for a Leave Of Absence is 3 days.

Clear Channel will attempt to place employees returning from a leave of absence in the same job he or she held at the beginning of the leave, or in a job comparable to that which the employee held before the leave. However, except as required by law, Clear Channel makes no guarantee to any particular job or reinstatement. If a position is offered to an employee returning from a leave of absence, and the employee does not accept the offer, he or she will be considered as having voluntarily quit his or her employment with Clear Channel.

Clear Channel will not allow the employee to use benefits, such as paid sick days or vacation, for the purpose of extending the approved period of leave.

Family & Medical Leave

Subject to the conditions set forth below, eligible employees who need to care for family members or themselves may be granted up to twelve (12) weeks of unpaid leave per year. The term "year" for this purpose is the twelve-month period measured forward from the date an employee uses any Family & Medical Leave, rather than a calendar or fiscal year.

Eligibility

To be eligible for Family & Medical Leave, the employee must meet one of the requirements (A-D) listed below and have been employed for at least twelve (12) months with a minimum of 1,250 hours during the previous twelve (12) months. Employees who do not meet the eligibility requirements for Family & Medical Leave may be eligible for "Medical Leave" (see the Medical Leave section that follows). Eligible employees should provide as much notice as possible, but at least thirty (30) days notice, of their intention to take Family & Medical Leave, when the need for leave is foreseeable. In cases of an emergency, a change in circumstances, or unforeseeable situations, employees should give notice as soon as possible, ordinarily within two business days of when the need for leave becomes known to the employee. Talk to your Human Resources Department if you have questions or you may contact the Corporate Human Resources department at our toll-free number -- 888-403-HRCC (888-403-4722) or hr@clearchannel.com.

Types of Leave Covered

Employees are entitled to take up to twelve (12) weeks unpaid leave a year for:

- A. The birth of the employee's child;
- B. The placement of a child with the employee for adoption or foster care;
- C. The care of the employee's spouse or domestic partner, child, or parent who has a serious health condition;
- D. A serious health condition rendering the employee unable to perform his or her job.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition:

- Which requires inpatient care at a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

- Which requires continuing care by a licensed health care provider.

An employee's right to leave for the birth or adoption of a child ends 12 months after the child's birth or placement with the employee.

Use of Vacation and Sick Leave

Employees may choose to use any unused vacation or sick days at the start of a leave. If an employee elects to use unused vacation or sick leave, it will be counted as part of the 12 weeks leave allowed under this policy. Prior approval from your supervisor is necessary to use vacation or sick days after the expiration of Family & Medical Leave (i.e., twelve weeks per applicable year).

Medical Coverage Continuation

Clear Channel will continue the employee's medical coverage under the same conditions as if the employee were working. Employees must make arrangements before starting the leave to make their usual premium payments while on Family & Medical Leave, or in the case of a medical emergency, as soon as possible thereafter. If the employee elects not to return to the job, then the employee must reimburse Clear Channel for any portion of premiums paid by Clear Channel to maintain coverage during the leave. The only exception is where the failure to return to work is due to (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to Family & Medical Leave (either affecting the employee or an immediate family member) or (2) other circumstances beyond the control of the employee.

Medical Certification

Medical certification is required for leaves due to the employee's own serious health condition or that of a family member. Clear Channel reserves the right, at Clear Channel's expense, to require a second medical opinion by a company appointed physician. If the first and second opinions differ, Clear Channel may request a third opinion by a company appointed physician, at Clear Channel's expense, which is then binding. Clear Channel may require periodic reports regarding the employee's status and intent to return to work. Clear Channel may require the employee to be certified as fit to return to work before returning to employment. This certification only needs to be a simple statement of an employee's ability to return to work and perform the essential functions of the job. If such certification is required but not received, return to work may be delayed until certification is provided. The employee must pay for any cost involved in this certification, and the employee is not entitled to be paid for the time or travel costs spent in getting the certification.

Intermittent or Reduced Work Schedule

An employee may take Family & Medical Leave intermittently or on a reduced work schedule, as medically necessary due to the employee's or a family member's illness. Clear Channel has the right to temporarily transfer the employee to an alternate position with equivalent pay and benefits, if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job. An employee is entitled to return to the same or equivalent position with equivalent pay and benefits if the employee returns within the approved period of leave not exceeding 12 weeks. The employee is entitled to no more than twelve (12) total work weeks of intermittent leave.

State Family & Medical Leave Laws

Employees in some states may have additional family and medical leave rights. As such, this policy will be appropriately modified in those states. If you have a question about your state's rules or any Family & Medical Leave issue, contact your Human Resources representative, or contact the Corporate Human Resources department at our toll-free number – 888-403-HRCC (888-403-4722) or hr@clearchannel.com.

Requirement to Update

As a general rule, an employee on Family & Medical Leave must keep their supervisor informed of his or her status. Normally, the employee will provide documentation of his/her expected return date. If an extension is necessary, the employee should inform Clear Channel with as much notice as possible. In order to maintain their leave status, employees must respond to company requests for updates and documentation.

Medical Leave

Employees who do not meet the eligibility requirements for Family & Medical Leave or who have exhausted their FMLA may be eligible for medical leave.

- Medical leave may be granted at the discretion of your supervisor.
- Medical leave is unpaid unless you elect to use your available sick or vacation days.
- Job reinstatement at the end of the leave is not guaranteed, and is usually limited to the available positions for which the employee is qualified.
- If you elect Short Term Disability and/or Long Term Disability insurance coverage, you may be eligible for benefits under these plans during Family Medical Leave or Medical Leave.
- During your leave, you may continue to pay your portion of benefit premiums. If you fail to pay your premiums, the coverage will cease and you must wait until the next annual enrollment period to re-enroll.

Military Leave

Clear Channel recognizes and supports the military leave right of any employee who is a member of the National Guard of any state, or of the organized Reserve units of any branch of the Armed Forces.

We request that such employees give as much notice of required military leave as possible.

If the military pay is less than a regular full-time or regular part-time employee's pay at Clear Channel, the employee will be paid the difference between the two, for up to two weeks.

Upon return from military leave, the employee will be restored to work in accordance with state or federal laws.

Personal Leave

Clear Channel recognizes that its employees may occasionally need time off for urgent personal reasons. However, personal leave will be granted sparingly.

- Medical leave may be granted at the discretion of your supervisor.
- Medical leave is unpaid unless you elect to use your available vacation days.
- Job reinstatement at the end of the leave is not guaranteed, and is usually limited to the available positions for which the employee is qualified.
- During your leave, you may continue to pay your portion of benefit premiums. If you fail to pay your premiums, the coverage will cease and you must wait until the next annual enrollment period to re-enroll.

Jury Duty

If you receive a jury summons, you should notify your supervisor immediately. Employees required to serve jury duty will be excused from work with no loss of seniority or job status. Regular full-time employees are eligible for paid jury duty at their regular rate of pay for a maximum of two (2) weeks.

- If you complete your jury duty (or are excused) before the end of your scheduled hours of work for the day, you must immediately notify the supervisor to find out if you need to come to work.
- All employees who take jury duty leave must provide evidence of attendance at jury duty to their manager or Human Resources representative.
- State law requirements may supersede or supplement these provisions.
- Jury duty pay will not be counted as time worked in the calculation of overtime.

Workers' Compensation Leave

Employees are given workers' compensation leave according to state law requirements.

- If you are injured on the job you must notify your supervisor immediately.
- If an employee's injury is also a serious health condition under the Family & Medical Leave Act, the workers' compensation leave will be counted as, and run at the same time as, Family & Medical Leave.

Sick Leave

Starting after ninety (90) days of regular full-time employment with Clear Channel, a regular full-time employee has five (5) paid "sick" days per year (or depending on the date of hire, the pro rata equivalent, as explained below). A regular full-time employee has five (5) additional paid sick days on January 1 of each year. If an employee's ninety-day waiting period extends past January 1, the five days become available at the expiration of the waiting period. This continues until the employee has accumulated forty-five (45) unused sick days. Employees will not be eligible for additional sick days until the employee's total "carried over" sick days are forty-four (44) days or less. If you return to Clear Channel after a break in service of any duration, any previous accumulation of sick days will not be restored. Sick leave hours do not count toward the calculation of overtime.

The following schedule applies to new regular full-time employees. It shows the number of paid sick days a new regular full-time employee may use after the ninety-day waiting period:

Month Hired	Number of Sick Days (In calendar year hired)
January/February	5
March/April	4
May/June	3
July/August	2
September/October	1
November/December	0

The purpose of sick leave is to give employees time to visit a doctor or to recover from illness or injury. If you are sick, stay home. Paid sick days are not to be used as additional vacation days. An employee may use paid sick days to care for the employee's sick spouse, child, or parent. An employee may use paid sick days for other urgent personal matters only with advance approval from his or her supervisor. You should always contact your supervisor as soon as possible when you plan to use sick leave for any reason.

Unused Sick Days

Unused, accumulated sick days will not be paid during employment or at the end of employment, unless required by law. Sick leave is not an accrued benefit.

Transition for Acquired Companies

Because of variances in sick leave patterns, we may continue the prior company's policy through the end of the calendar year in which an acquisition occurs. Employees of the newly acquired company will begin the next calendar year with 5 sick days.

If the prior company also allowed for sick day carryover and an employee's accumulated sick leave is properly documented, the employee will be allowed to keep these accumulated sick days. In the event the employee's accumulated sick days exceed the Clear Channel policy maximum of 45 days, no more sick days may be accumulated or carried over until the employee's accumulated days fall below 45.

For questions about this policy, contact your Human Resources representative, or contact the Corporate Human Resources department at our toll-free number – 888-403-HRCC (888-403-4722) or hr@clearchannel.com.

Bereavement Leave

Clear Channel provides regular full-time employees paid leave for a death in the "immediate family". Immediate family includes: spouse, domestic partner, children, siblings, parents, grandparents, grandchildren, sons-in-law, daughters-in-law, stepparents, stepchildren, legal guardians, parents-in-law, brothers-in-law, sisters-in-law, and grandparents-in-law.

Paid bereavement leave may be up to three (3) days in length, depending on the distance to be traveled and other circumstances, subject to supervisory approval.

Bereavement leave hours will not be counted as time worked in the calculation of overtime.

Vacation

Vacation leave depends upon your length of service as a Company employee, and is granted to all regular full-time employees according to the guidelines described below. Vacation time is not considered to be hours worked for computing overtime.

No Carryover

Vacation leave must be taken between January 1 and December 31 and cannot be carried over into the next calendar year, unless required by state law. The only exception to the no carryover rule is when an unexpectedly heavy workload prevents the taking of vacation time before the end of a calendar year. Your Department Head must give written approval to any exception to the no carryover rule.

Scheduling

Scheduling your vacation must be done together with your supervisor. This is to make sure your workplace has adequate work coverage. The vacation preferences of each employee will be given due consideration. However, the scheduling of vacations must be coordinated with Clear Channel's business needs, the vacations or absences of other employees, and other relevant factors. If a conflict occurs in the vacation dates requested by employees within a department, the supervisor will decide the vacation schedule, taking into account such factors as order of request, length of service, performance, and workload.

Members of the Broadcast staff may not take vacation during a spring or fall rating period, except with prior approval by the supervisor and General Manager.

In some circumstances, due to staffing, business or other needs, Clear Channel may not be able to grant a vacation at the time requested. The employee may have to wait until a later date to take a vacation, or the vacation time may carry over into the next year, as described above.

New Hires

No vacation will be considered earned or available for use during an employee's first six months of employment, and vacation day advances during this period require Department Head approval. After the first six months of employment, an employee receives vacation benefits as shown below:

Month Hired	Paid Vacation (In calendar year hired)
January	5 days
February	4 days
March	3 days
April	2 days
May or June	1 day
July or after	0 days

Vacation Time Granted

Regular full-time employees may take vacation time after their six-month waiting period as shown below:

Calendar Years of Service	Paid Vacation
Fewer than 5	Ten days
5 but fewer than 10	Fifteen days
10 or more	Twenty days

Regardless of their employment anniversary dates, employees who have passed the six-month waiting period may begin to take their available vacation days effective January 1 of each year. The transition from 10 days to 15 days is effective on January 1 of the year in which the employee's 5th employment anniversary falls. Similarly, the transition from 15 days to 20 days occurs on January 1 of the year in which the employee's 10th employment anniversary falls. If you return to Clear Channel after a break in service of any duration, you will be treated like any new hire employee for purposes of determining vacation. Vacation days will be paid based on your standard scheduled work hours not to exceed eight (8) hours per day, even if the employee's regular schedule calls for a longer standard work day.

Unused Vacation

Unused vacation leave will not be paid to the employee during employment. Unused vacation leave will be paid at the end of employment or if as defined by the company, one of the following conditions are met:

- The employee is not being terminated for cause, or
- The employee has given at least two weeks' notice of their intent to terminate employment, or a lesser notice period which local management deems acceptable. There will not be any

vacation days charged back at the end of employment. Vacation leave is not an accrued benefit, or

- If specifically required by state law.

Unless required by state law, vacation days will not be paid to an employee who is entitled to severance pay under the terms of a written employment agreement.

Transition for Acquired Companies

The prior company's vacation policy will remain in effect through the end of the year in which the acquisition occurs. In either event, the Clear Channel policy will determine the number of days they will have on the next January 1, following the acquisition date.

Holidays

Clear Channel observes these holidays for regular full-time employees each year, as follows:

New Years Day
Memorial Day
4th of July
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day

Clear Channel's usual policy is to observe Fridays as a holiday when a holiday falls on Saturday, and Monday when the holiday falls on Sunday. Exceptions may occur and will be announced in advance.

The local office has the option to designate one (1) additional paid holiday. Business operations and staffing needs affect the local office's decision on this type of holiday. Additionally, employees may select one (1) personal holiday with supervisory approval. However, newly hired employees must be employed for at least six months to be eligible for a personal holiday. For example, an employee hired April 1 is eligible for a personal holiday on a date following October 1 of the same year, but an employee hired August 1 is not eligible until a date following February 1 of the next year. This personal holiday may be used to observe a significant day for the employee such as Good Friday, Yom Kippur, Martin Luther King, Jr. Day, etc. *California employees please see the California Addendum to this Guide.*

Clear Channel will make reasonable efforts to accommodate the needs of employees who celebrate holidays other than those listed above. Clear Channel first will attempt to do so through work scheduling and allocation (e.g., by scheduling an employee who does not observe Christmas to work on Christmas in exchange for a paid holiday on another day). Consult your supervisor or your Human Resources representative for additional information.

In order to receive holiday pay, you must work your full scheduled shift on the day immediately before and after the holiday. If the holiday occurs during your vacation, you must work your full shift on the days immediately before and after your vacation to receive pay for the holiday. This requirement does not apply to the New Year's Day holiday. If you work your full scheduled shift on the work day prior to New Year's Day and your employment continues into the New Year, you will be paid for the New Years Day holiday. If a holiday falls within an employee's vacation period, the

day will be treated as a holiday and not as a vacation day. If sickness prevents your attendance on the regularly scheduled work day before or after a holiday, your supervisor can approve holiday pay but may require you to submit a doctor's note. Holiday pay will not be made if you are on any unpaid leave of absence.

At some time, you may be required to work on a holiday. For example, broadcast air staff will be expected to work normal shifts on holidays, unless they have a formal written agreement stating otherwise. Clear Channel will use its best efforts to rotate holiday work among as many employees as possible, consistent with business needs. Regular full-time employees who are required to work on a holiday will receive either a substitute paid holiday or holiday pay in addition to their regular pay at their manager's discretion. You will be notified in advance if you must work on a holiday. If a holiday falls on your regularly scheduled day off you will be given a substitute paid holiday, which should be scheduled with your supervisor. Unused personal or substitute holidays will not be paid during employment or at the end of employment.

Holiday pay is calculated at straight time hours and is not calculated in overtime.

Clear Channel Resource Center (CCRC) **(myccrc.clearchannel.com)**

The CCRC is Clear Channel's on-line, proprietary web community where CC employees share information, resources and ideas all across this company. Our employees in Radio, TV, Outdoor, and Interactive from the US and currently 63 different countries visit the site and regularly contribute materials to the CCRC.

The objective of this community is to help you get information quickly, run your business more efficiently and help your profit center become all the more profitable. The CCRC also houses useful information and materials for company initiatives – information that will keep you connected to the changes, growth and exciting development in Clear Channel. We are delighted you have joined the company and look forward to the CCRC being one of the many valuable resources you discover at CC!

- The CCRC Home Page
- The Business Operations Channel
- The Corporate Channel
- The Human Resources Channel
- The Information Technology Channel
- The Outdoor Channel
- The Radio Channel
- The Risk Management Channel
- The Sales Resource Channel
- The Sports Channel
- The Store Channel
- The Television Channel
- The University Channel

For technical assistance with the CCRC, contact the CCIT Help Desk: 888-271-2395 or email at ccrchelp@clearchannel.com.

California Addendum

Introduction

The Clear Channel Employee Guide and this Addendum are intended to provide employees with a general understanding of Clear Channel and its policies. This Addendum applies to all employees working in California. To the extent that a policy is outlined in this Addendum, the Addendum policy is intended to either supplement or supersede the policy as listed in the Employee Guide. Therefore, if a policy in the Employee Guide conflicts with a policy in this Addendum, California employees should follow the Addendum policy. If you have questions regarding any of the provisions of the Employee Guide or this Addendum, please contact your Human Resources representative.

Substance Abuse Policy

In accordance with California law, Clear Channel will attempt to reasonably accommodate employees with chemical dependencies (alcohol or drugs), if they voluntarily wish to seek treatment and/or rehabilitation. Employees desiring assistance should request an unpaid treatment or rehabilitation leave of absence. Clear Channel's support for treatment and rehabilitation does not obligate the Company to employ any person who violates the Company's drug and alcohol abuse policy or whose job performance is impaired because of substance abuse. Clear Channel is also not obligated to rehire any person who has participated in treatment or rehabilitation if that person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek treatment and/or rehabilitation and are involved in any further violations of the policy will not be given a second opportunity to seek treatment or rehabilitation.

California Family Rights Act

California has a family leave law similar to the federal Family and Medical Leave Act described in the Clear Channel Employee Guide. Eligibility requirements for leave under the state law are the same as those for leave under the federal Family and Medical Leave Act. Employees should refer to the Clear Channel Employee Guide for eligibility and other requirements for family leave taken under the federal or state family medical leave law. *Family/medical leave under the California Family Rights Act (state law) will count as leave under the Family and Medical Leave Act of 1993 (federal law) and vice versa. Thus, in most circumstances, both leaves will run concurrently (see Pregnancy-related Disability Leave section below). An employee who is eligible for leave under the federal or state family and medical leave laws may only take up to a maximum of 12 work weeks of unpaid family/medical leave per leave year, as described in the Employee Guide. Eligibility for leave under state law does not extend this maximum 12 week period.*

An employee taking family/medical leave in California may take the leave intermittently in the following circumstances:

1. For the serious health condition of the employee, the employee's child, parent or spouse of the employee and a reduced leave schedule is medically necessary.
2. For the birth, adoption or foster care placement of a child. Family leave taken for the reason of birth or placement of a child will be granted in minimum amounts of two weeks. However, under these circumstances, the Company will grant a request for intermittent

family leave of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Pregnancy-related Disability Leave

Pregnancy, childbirth or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for other benefits in the same amount and degree as any other employee on leave.

All full-time and part-time female employees must advise their manager of their intent to take pregnancy disability leave as soon as possible. Employees who need to take pregnancy disability leave must provide at least verbal notice to the Company that the employee needs to take a pregnancy disability leave and/or transfer. The verbal notice should include the anticipated timing and duration of the leave or transfer.

If the need for the leave or transfer is foreseeable because of the pregnancy, employees must provide at least thirty (30) days advance notice before the pregnancy disability leave or transfer is to begin. Employees must consult with their manager regarding the scheduling of any planned medical treatment or supervision, in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the health care provider of the employee. If thirty (30) days advance notice is not possible, notice must be given as soon as practicable.

If requested by the employee, and recommended by such employee's physician, the employee's work assignment may be changed as required to protect the health and safety of the employee and/or her child.

Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.

Pregnancy leave usually will begin when ordered by the physician of the employee. The employee must provide the Company with a certification from a health care provider. The certification indicating disability should contain:

- The date on which the employee became disabled due to pregnancy;
- The probable duration or the periods of disability; and
- A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

Leave returns will be allowed only when the physician for the employee sends a release.

Duration of the leave will be determined by the advice of the physician for the employee, but a disabled employee may take up to a total of four months for pregnancy-related disabilities. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth or related medical condition. This includes leave for severe morning sickness and for prenatal care. Pregnancy-related disability leave will count as federal Family Medical leave as described above and thus both leaves will run concurrently. However, pregnant employees may also have the right to take additional leave under the California Family Rights Act

under certain circumstances; such employees should contact their manager regarding their individual situation.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, on an as-needed basis.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy-related disability leave has no more right to reinstatement than if the employee had been continuously employed, rather than on leave. For example, the employee would not be entitled to reinstatement in the following situations: if the employee on pregnancy disability leave would have been laid off had she not gone on leave, or if employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and if there are no equivalent or comparable positions available.

Family Temporary Disability Insurance

Employees working in California contribute to the state Family Temporary Disability Insurance ("FTDI") fund. The FTDI fund is administered by the California Employment Development Department ("EDD"), not via Clear Channel. Through the FTDI fund, EDD provides eligible employees with a wage supplement for a maximum of six weeks within a rolling 12-month period. FTDI benefits are available for the following reasons:

1. For the birth or placement of a child, as defined by the FTDI law, for adoption or foster care within one year of the birth or placement of the child; or
2. To care for an immediate family member (spouse, registered domestic partner, child or parent, as defined by the FTDI law) who is seriously ill and requires care.

In some instances, FTDI benefits may be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of FTDI benefits and/or paid time off during the leave period will not extend the length of the leave beyond what is required by applicable state and/or federal law and/or company policy.

Employees may use FTDI benefits in increments, rather than all at once. For further information, contact your local Human Resources representative.

Like State Disability Insurance ("SDI") contributions, employee contributions to FTDI are not optional and must be deducted automatically from each employee's paycheck. The amount of the contributions is fixed by EDD, not Clear Channel.

EDD decides whether an employee is eligible for FTDI benefits, not Clear Channel, and employees must apply for FTDI benefits through EDD. Application materials are available from your local Human Resources Representative. Requests to take time off from work will be evaluated in accordance with company policies and applicable state and/or federal law.

EDD mandates a seven (7) day waiting period before an eligible employee may receive FTDI benefits. Employees may use accrued vacation time during the waiting period.

EDD does not mandate any waiting period before an eligible employee receives FTDI benefits for the purpose of bonding with a newborn child if the employee applies for FTDI benefits immediately after recovering from a pregnancy-related disability and SDI benefits have ended.

Employee benefits do not accrue during a leave of absence unless otherwise required by law or applicable company policies.

All employee benefits (including health insurance) will continue during a leave of absence, unless otherwise required by law, if the employee continues to make premium payments through payroll or by check to the Corporate Benefits Department in San Antonio. For additional information regarding the continuation of benefits while on leave, please contact the Clear Channel Benefits department at 1-877-784-2855.

Nothing in this policy may be construed as creating any contractual or other rights regarding a leave of absence, benefits during a leave of absence, reinstatement following a leave of absence, etc. For further information about such matters, refer to the applicable policies set forth in the Clear Channel Employee Guide and/or Code of Business Ethic and Conduct.

Information about FTDI leave will be maintained in confidence and not reflected in your personnel file.

Fraud or dishonesty in connection with an application for or use of FTDI benefits is grounds for immediate disciplinary action, up to and including unpaid suspension and/or termination of employment.

Total Benefits Paid (including SDI and STD)

Employees who apply for SDI while disabled and unable to work may integrate their SDI benefit with the Company's Short Term Disability plan. The total amount of the payments may not exceed the eligible STD payment. Payments through FTDI do not begin until you are no longer disabled and your SDI benefit has terminated. This means that you will not receive Short Term Disability benefits during the FTDI period.

For further information, contact EDD, or Clear Channel Benefits at 1-877-784-2855.

Safety

Every employee is responsible for their own safety and that of others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees' physicians and/or their representatives by contacting your local HR representative.

In compliance with Proposition 65, Clear Channel will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Vacations

Schedule for Accrual

Vacation benefit is based on time as an employee and is granted to all regular full-time employees. As of January 1 immediately following an employee's hire date (i.e., the first partial year of employment) and every January 1 thereafter, employees will accrue vacation on a calendar year

basis. Paid vacation is accrued in accordance with the following schedule. This schedule represents the maximum potential accrual for employees for each calendar year.

<u>Length of Employment</u>	<u>Maximum Vacation Accrued</u>	<u>Accrual Rate (Days per month)</u>
Start of employment through December 31st of same calendar year	Up to 5 days	.4166 days/month
1st full year* through end of 4th year	10 days/yr	.8333 days/month
5th year through end of 9th year	15 days/yr	1.25 days/month
10th year and thereafter	20 days/yr	1.666 days/month

* Beginning January 1 following date of hire

In California, an employee can carry accrued, unused vacation forward from year to year. However, a cap is placed on the amount of vacation an employee may carry forward.

Earned vacation time is capped at a maximum of 15 days in the first full year through fourth year of employment; 23 days in the fifth through ninth year of employment; and 30 days in the tenth and following years of employment. Once the maximum accrual amount has been reached, no additional vacation will be earned until previously accrued vacation time is used.

Scheduling

Clear Channel encourages employees to use all of their vacation days on an annual basis. Vacation scheduling must be done in conjunction with the employee's supervisor and management to insure adequate work coverage will be maintained. The vacation preferences of each employee will be given due consideration. However, the scheduling of vacations must be coordinated with the Company's business needs, the vacations or absences of other employees, and other relevant factors. If a conflict occurs in the vacation dates requested by employees within a department, the supervisor will designate the vacation schedule, taking into account such factors as length of service, order of request and workload. Members of the broadcast staff may not take vacation during a spring or fall rating period unless prior approval by the supervisor and General Manager is obtained. In some circumstances due to staffing, business or other needs, the Company may not be able to grant the employee vacation at the time requested. The employee may have to wait until a later date to take the vacation. No vacation may be taken during an employee's first six months of employment except with department head approval.

Vacation Pay

Vacation days will be paid based on your standard scheduled work hours not to exceed eight (8) hours, even if the employee's regular schedule calls for a longer standard work day. Time on vacation will not be considered to be hours worked for computing overtime. Unused vacation leave will not be paid to the employee during employment. Upon separation, employees will be paid for accrued but unused vacation in California.

Other Leaves

Accrued vacation days are not intended to enlarge the maximum period of time permitted for leave of any sort, including Family and Medical leave. Therefore, there is no entitlement to additional time off as vacation where an employee has exhausted his or her leave benefits, including his or

her maximum twelve (12) weeks of Family and Medical leave as described in the Family and Medical Leave section of this Employee Guide. Accrued vacation may not be "tacked" on to a leave of absence to extend the maximum time off allowed by Company policy unless prior approval is granted by your supervisor.

Example

Based on the guidelines and the accrual chart above, Employee A is hired on April 1, Year One. Although she will begin accruing vacation from the first day of employment with Clear Channel, she cannot use any vacation until she has completed six (6) months of employment. After six months, she may schedule vacation leave with her supervisor. After working for six months for Clear Channel, Employee A will have accrued approximately 2.5 days of vacation (0.4166 days per month worked).

If Employee A does not request to take vacation, by the end of her first calendar year of employment with Clear Channel, Employee A will have accrued approximately 3.75 days of vacation. This accrued, but unused, vacation will carry over into her next (first full) year of employment (Year Two). During her first full year of employment with Clear Channel, Employee A is eligible to accrue 10 additional days of vacation. Assuming Employee A does not use any of her accrued vacation earned during Year One and Year Two, she will have 13.75 days of vacation at the end of Year Two. This accrued, but unused, vacation can again be carried over into Employee A's second full year of employment with Clear Channel (Year Three).

During Employee A's second full year of employment, she is eligible to accrue 10 more days of vacation. However, there is a maximum cap of 15 vacation days placed on vacation during the first through fourth full years of employment with Clear Channel. Because she has carried over 13.75 days into her second full year of employment (Year Three) with Clear Channel, Employee A will only accrue up to a maximum of 15 vacation days. Once Employee A uses some of her accrued vacation, she will again begin to accrue vacation, but only up to the maximum cap of 15.

Holidays

Your Manager will designate two (2) additional paid holidays per year. Employees in California will not receive the option of personal days instead of designated paid holidays.

Prohibited Discrimination and Harassment

Please refer to the Clear Channel Employee Guide for information about the Company's policies prohibiting unlawful harassment (sexual, race, etc.) and discrimination. In addition to the Company's complaint and investigation procedure described in the Guide, please note that an employee who believes he or she has been unlawfully discriminated against or harassed (including sexually harassed) may file a complaint with the local office of the Equal Employment Opportunity Commission (the "EEOC") or the California Department of Fair Employment and Housing (the "DFEH"). Offices for the EEOC and the DFEH are listed in the telephone book.

Overtime

All hours worked in excess of 8 hours in one workday or 40 hours in one workweek will be treated as overtime. Compensation for hours worked in excess of 40 for the workweek, or in excess of 8 and not more than 12 for the workday, and for the first 8 hours on the seventh consecutive day of

work in one work week, will be paid at 1½ times the employee's regular rate of pay. Compensation for hours worked in excess of 12 on one workday and in excess of 8 on the seventh consecutive workday in a work week will be paid at double the employee's regular rate of pay.

Non-exempt employees will be able to request time off for personal obligations and make up the time *within the same work week* without being paid overtime. However, in no event will an employee be allowed to work more than 11 hours per day under these circumstances. For example, if an hourly employee requests 3 hours off on Monday to go to a doctor's appointment and then works 11 hours on Tuesday (or 1 extra hour on Tuesday, Wednesday and Thursday) to make up the time, the employee will not be paid overtime for the hours worked over 8 on the make-up days. If the employee requests 4 hours off, she must make up the hours on more than one day so she does not exceed 11 total hours in one day.

Rest and Meal Breaks

If an employee works more than 3 ½ hours on a given day, an unpaid rest period of 10 minutes for every four hours worked must be given. With regard to meal breaks, employees who work more than five hours must be given an unpaid half hour meal period. However, employees who work up to six hours in a day must waive their meal period in writing if both the employer and employee agree. If this is not followed, a state penalty may be assessed.

Clear Channel Radio Addendum

Conflicts of Interest

Employees should do business in a way that avoids actual or perceived conflicts of interest. An actual or potential conflict of interest happens when:

- ☐ An employee is in a position to influence a business dealing or decision that may result in personal gain for that employee or a relative (i.e., any person who is related by blood or marriage, or whose relationship with the employee is essentially the same as people who are related by blood or marriage).
- ☐ An employee's loyalty to Clear Channel conflicts with his or her loyalty to another person, business, or group.
- ☐ The employee's personal interests conflict with Clear Channel's legal obligations to shareholders, the public, or others with whom Clear Channel pursues its business interests.

The following policies address many common areas of conflict. Others may arise. You should frequently keep these policies and potential conflicts in mind and act appropriately. If you have any questions, you should disclose any potential conflict of interest, in writing, to your supervisor or manager, a Human Resources representative, or a member of Clear Channel's legal department.

Related Business

Employees may not have ownership of a material interest in any supplier, contractor, subcontractor, vendor, customer, client, competitor, or other entity with which Clear Channel does business, including stock ownership. For example, employees may not have any type of financial interest in a business that displays advertising, that buys or sells advertising, or that owns or leases real or personal property used for advertising, or that owns or leases real or personal property used for advertising displays. This prohibition does not apply to incidental ownership of minimal stock interests that are part of mutual fund investments.

Employees may not act in any capacity (including director, officer, partner, consultant, employee, distributor, agent, etc.) for any supplier, contractor, subcontractor, vendor, customer, client, competitor or other entity with which Clear Channel either competes against or does business with, unless approved by your General Manager.

Prohibited Inducements, Including Payola and Plugola

Employees must never engage in the following conduct, which constitutes or could constitute a conflict of interest:

- ☐ Soliciting or accepting any money, service, or other valuable consideration from any person or entity, other than from Clear Channel, in connection with the promotion or presentation of an event, which is contemplated, promoted, or sponsored by Clear Channel, or in connection with the potential representation of a person by Clear Channel.

- ☐ Suggesting or offering any money, service, or other valuable consideration to any person or Payola entity in connection with Clear Channel's representation, promotion, or sponsorship of an artist, person, an event, a series of events, or a creative work.
- ☐ Offering or accepting any money, service, favor, or loan from any person, business, or group, which seeks to influence the conduct of Clear Channel's business.
- ☐ Engaging in any non-Company business or economic activity that creates a conflict of interest in the consideration, sponsorship, presentation, or representation of any event, performance, artist, or person by Clear Channel.
- ☐ Promoting any activity, artist or group, person, performance, or event in which the employee possesses any personal financial interest, whether this interest is direct, indirect, tangible, or intangible.
- ☐ Engaging in conduct that constitutes Payola and/or Plugola, and/or violating in any way Company policies with respect to Payola and/or Plugola. The Company policy concerning Payola and Plugola is available on the CCRC, and covers each of the following areas:
 - Payola is the unreported payment to, or acceptance by, employees of broadcast stations, program producers or program suppliers of any money, service or valuable consideration to achieve airplay for any programming.
 - Occurs when an individual (as opposed to the station) receives money or anything of value to broadcast a song, show, or a statement of any sort, without the sponsorship being mentioned.
 - Note that Sponsorship ID is similar in concept to Payola, but describes the obligation of the station/company (as opposed to individuals) to provide on-air disclosure of any arrangement under which it receives money or *anything* of value to broadcast a song, show, or a statement of any sort, without the sponsorship being mentioned. The sponsor ID can be in the form of the ad content (ex: typical automobile ad, which names the manufacturer), or a direct statement (ex: "Brought to you by ____").
 - Plugola is the unreported on-air promotion or 'plugging' of goods or services in which someone responsible for including the promotional materials in the broadcast has a financial interest
 - Occurs when a station employee broadcasts something of financial interest to him/herself, without disclosing that interest. Plugola is similar to Payola, except that it need not involve an outside party or payment of any kind.

Gifts

Employees may not directly or indirectly accept payments, kickbacks, services, loans, or other monetary or non-monetary considerations (including favors, trips, entertainment, or gifts) of \$50.00 or more from a supplier, contractor, subcontractor, vendor, customer, client, or other entity with

which Clear Channel either does business or seeks to do business. Discounts, reimbursements, commissions, rebates, and gratuities related to company business are the sole property of Clear Channel. No employee may use trade (or "barter") for the employee's personal benefit. Employees may also not use trade without appropriate permission. Any exception to this policy must be approved the head of your Division.

Clear Channel Outdoor Addendum

Substance Abuse and Drug Testing Policy

It is the goal of Outdoor to create and promote a working environment free from substance abuse. Consequently, we have adopted this substance abuse policy to ensure the health and safety of all employees. The policy and guidelines described below apply to all employees unless superseded or supplemented by a specific substance abuse/drug testing policy or program, or collective bargaining agreement or as modified by some state laws. If an employee has a question about the policy that applies to his or her workplace, he or she should contact the Program Administrator, Director of Safety, General Manager, or Human Resources at hr@clearchannel.com.

Prohibited Conduct

- Employees shall not possess, use, buy, sell, transfer, ingest, or inhale any illegal/unauthorized drugs during working hours. The term "illegal/unauthorized drugs" shall be deemed to include prescription drugs (except when taken as directed by a licensed medical doctor) and illegal inhalants and drugs.
- Open containers of alcohol are prohibited in all Company vehicles, Company sponsored vehicles, and personal vehicles parked on Company premises or used for Company business. Alcoholic beverages may be consumed at functions where they have been authorized by the company. No alcohol is allowed at Company functions beyond that authorized by the company. Should an employee's position require entertaining or socializing with clients, the employee will not consume to the point of impairment and attempt to operate a vehicle, become an embarrassment to the company, or violate any laws regarding intoxication.
- Employees will not report to work impaired or enter Company premises with any illegal, unauthorized, impairing drugs or alcohol in their bodies or in their possession.
- Employees who are taking medication which could jeopardize their safety, the safety of other employees, the general public or significantly affect job performance are required to report this potential impairment to their supervisor before starting work.

Request for Referral

- Employees who are in need of rehabilitation or counseling for drug or alcohol abuse may contact the Program Administrator for confidential referral programs offering such services. Our group medical plan may provide certain benefits for eligible employees who receive such services. Consult your summary of benefits statement for information about eligibility and coverage. Employees who request such referrals may, depending on the nature of the job, be temporarily transferred or placed on a leave of absence if safety considerations so require.

- Employees experiencing problems with drugs or alcohol are required to seek assistance before detection of drug or alcohol abuse by the company. Otherwise, the employees' behavior/performance due to the abuse of drugs or alcohol subjects them to disciplinary action.

Testing for Drug or Alcohol Use

- Employees are subject to drug and/or alcohol testing in any circumstance which, in the sole discretion of the company and consistent with applicable state and federal law, warrants testing. This may include random testing, to the extent permitted by applicable law or as identified in a superseding program. By continuing their employment, employees are deemed to agree to submit to such a permissible testing as a condition of continued employment. The company will utilize reliable, forensically accepted methods for screening and confirmation of the presence of drugs, alcohol, and any other disqualification for employment.
- Whenever a person is required to submit to a drug or alcohol test under this policy, that person's written consent will be obtained in advance of the test. Failure to consent in writing to such a test constitutes a violation of this policy and will result in immediate termination, or disqualification for employment.

Inspection of Personal Property

Personal property brought onto the company premises is subject to inspection if there is reasonable cause to suspect the possession of illegal/unauthorized drugs or alcohol. Personal property is described as, but not limited to, purses, lunch boxes, briefcases, bags, boxes or vehicles brought onto Company property.

Safety

Outdoor makes every effort to provide a safe workplace for employees. Outdoor takes safety very seriously. Therefore, it is absolutely necessary that employees immediately report unsafe conditions or violations of safety rules. You should report such conditions or violations to your supervisor. However, if the situation is not corrected immediately or if you are simply not sure that the situation has been corrected, you must document your report in writing to a higher level of management or to the Human Resources department at hr@clearchannel.com or by telephone call to 210-822-8282, which should be followed by a confirmation letter. You may make your report in confidence and there will be no retaliation for any report concerning safety conditions. Always keep alert for potential hazards, unsafe conditions, and unsafe practices, and report them promptly to your supervisor. Obey safety regulations at all times. Should an unsafe condition or an accident occur, even though no one is injured, it should be reported immediately.

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT B

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO

CLEAR CHANNEL COMMUNICATIONS, INC.

CODE OF BUSINESS CONDUCT AND ETHICS

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Note: This code and related policies are current as of January 28, 2004. In some respects our policies may exceed minimum legal requirements or industry practice. Nothing contained in this code should be construed as a binding definition or interpretation of a legal requirement or industry practice.

To obtain additional copies of this code, you may contact the Legal Department or access it from the web at <http://www.clearchannel.com>.

Forward

To all employees:

Our company is founded on our commitment to the highest ethical principles and standards. We value honesty and integrity above all else. Upholding these commitments is essential to our continued success.

The law and the ethical principles and standards that comprise this code of conduct must guide our actions. The code is, of course, broadly stated. Its guidelines are not intended to be a complete listing of detailed instructions for every conceivable situation. Instead, it is intended to help you develop a working knowledge of the laws and regulations that affect your job.

Adhering to this code is essential. I have personally taken the time to study it carefully and I encourage you to do the same.

Ultimately, our most valuable asset is our reputation. Complying with the principles and standards contained in this code is the starting point for protecting and enhancing that reputation. Thank you for your commitment!

L. Lowry Mays
Chairman and Chief Executive Officer

Introduction

The company has created this code of conduct to ensure that our employees' business decisions follow our commitment to the highest ethical standards and the law. Adherence to this code and to our other official policies is essential to maintaining and furthering our reputation for fair and ethical practices among our customers, shareholders, employees and communities.

The code of conduct applies to all company employees and members of the Board of Directors, except where superseded by specific terms of a valid contract between you and the company or a valid collective bargaining agreement. In the event that this code conflicts with the Clear Channel Worldwide Employee Guide or any contractual arrangement you may have with us or that you may benefit from, the Employee Guide or contractual arrangement shall control. If you have any questions regarding the interpretation of this code, or in the event you believe that an actual or apparent conflict exists between this code and the Employee Guide or any contractual arrangement, please contact the appropriate person as described below in the section entitled *"Asking for Help and Reporting Concerns"*.

The provisions of this code are not intended to, and should not be interpreted to, prohibit activities otherwise protected by law (including legal labor organizing activity). If you have questions as to the interpretation of any provision of this code, please contact the appropriate person as described below in the section entitled *"Asking for Help and Reporting Concerns"*.

It is the responsibility of each employee covered by the code to comply with all applicable laws and regulations and all provisions of this code and the related policies and procedures. Each employee covered by the code must report any violations of the law or this code. Failure to report such violations, and failure to follow the provisions of this code may have serious legal consequences and will be disciplined by the company. Discipline may include termination of your employment.

This code summarizes certain laws and the ethical policies that apply to all of our employees, officers and directors. Several provisions in this code refer to more detailed policies that either (1) concern more complex company policies or legal provisions or (2) apply to select groups of individuals within our company. If these detailed policies are applicable to you, it is important that you read, understand, and be able to comply with them. If you have questions as to whether any detailed policies apply to you, please contact the appropriate person as described below in the section entitled *"Asking for Help and Reporting Concerns"*.

Situations that involve ethics, values and violations of certain laws are often very complex. No single code of conduct can cover every business situation that you will encounter. Consequently, we have implemented the compliance procedures outlined in the sections of this code entitled *"Administration of the Code"* and *"Asking for Help and Reporting Concerns."* The thrust of our procedures is *when in doubt, ask*. If you do not understand a provision of this code, are confused as to what actions you should take in a given situation, or wish to report a violation of the law or this code, you should follow those compliance procedures. Those procedures will generally direct you to talk to either your immediate supervisor, your Employee Relations Specialist, the Employee Hotline or the Legal Department. There are few situations that cannot be resolved if you follow these procedures.

After reading this code, you should:

- Have a thorough knowledge of the code's terms and provisions.
- Be able to recognize situations that present legal or ethical dilemmas.
- Be able to deal effectively with questionable situations in conformity with this code.

In order to be able to accomplish these goals, we recommend that you take the following steps:

- Read the entire code of conduct thoroughly.
- If there are references to more detailed policies that are not contained in this code, obtain and read those policies if they apply to you.
- Think about how the provisions of this code apply to your job, and consider how you might handle situations to avoid illegal, improper, or unethical actions.
- If you have questions, please contact the appropriate person as described below in the section entitled "*Asking for Help and Reporting Concerns*".

When you are faced with a situation and you are not clear as to what action you should take, ask yourself the following questions:

- Is the action legal?
- Does the action comply with this code?
- How will your decision affect others, including our customers, shareholders, employees and the community?
- How will your decision look to others? If your action is legal but can result in the appearance of wrongdoing, consider taking alternative steps.
- How would you feel if your decision were made public? Could the decision be honestly explained and defended?
- Have you followed the procedures described below in the section entitled "*Asking for Help and Reporting Concerns*". regarding the action?

To reiterate, *when in doubt, ask.*

We do not create any contractual or legal rights or guarantees by issuing this code, and we reserve the right to amend, alter and terminate this code at any time and for any reason. Please note that this code is not an employment contract and does not modify the employment relationship between us and you, nor does it modify or replace the policies established in the Clear Channel Worldwide Employee Guide or in any contractual arrangement you may have

with us or that you may benefit from. You are encouraged to read the Clear Channel Worldwide Employee Guide in addition to this code.

Compliance with Laws

First and foremost, our policy is to behave in an ethical manner and comply with all laws, rules and government regulations that apply to our business. Although we address several important legal topics in this code, we cannot anticipate every possible situation or cover every topic in detail. It is your responsibility to know and follow the law and conduct yourself in an ethical manner. It is also your responsibility to report any violations of the law or this code. You may report such violations by following the compliance procedures contained in the section of the code entitled "Asking for Help and Reporting Concerns."

Antitrust Laws

Antitrust laws are designed to ensure a fair and competitive marketplace by prohibiting various types of anticompetitive behavior. Some of the most serious antitrust offenses occur between competitors, such as agreements to fix prices or to divide customers, territories or markets. Accordingly, it is important to avoid discussions with our competitors regarding pricing, terms and conditions, costs, marketing plans, customers and any other proprietary or confidential information. Foreign countries often have their own body of antitrust laws, so our international operations may also be subject to antitrust laws of other foreign countries.

Unlawful agreements need not be written. They can be based on informal discussions or the mere exchange of information with a competitor. If you believe that a conversation with a competitor enters an inappropriate area, end the conversation at once. Membership in trade associations (this does not include labor unions) is permissible only if approved in advance by our Legal Department.

Whenever any question arises as to application of antitrust laws, you should consult with our Legal Department, and any agreements with possible antitrust implications should be made only with the prior approval of our Legal Department.

Anticorruption Laws

Conducting business with governments is not the same as conducting business with private parties. What may be considered an acceptable practice in the private business sector may be improper or illegal when dealing with government officials. Improper or illegal payments to government officials are prohibited. "Government officials" includes employees of any government anywhere in the world, even low-ranking employees or employees of government-controlled entities, as well as political parties and candidates for political office. If you deal with such persons or entities, you should consult with our Legal Department to be sure that you understand these laws before providing anything of value to a government official.

If you are involved in transactions with foreign government officials, you must comply not only with the laws of the country with which you are involved but also with the U.S. Foreign Corrupt Practices Act. This act makes it illegal to pay, or promise to pay money or anything of value to any government official for the purpose of directly or indirectly obtaining or retaining business. This ban on illegal payments and bribes also applies to agents or intermediaries who use funds for purposes prohibited by the statute.

In some countries it is permissible to pay government employees for performing certain required duties. These facilitating payments, as they are known, are small sums paid to facilitate or expedite routine, non-discretionary government actions, such as obtaining phone service or an ordinary license. In contrast, a bribe, which is never permissible, is giving or offering to give anything of value to a government official to influence a discretionary decision. Understanding the difference between a bribe and a facilitating payment is very important. You must have approval from our Legal Department before making any payment or gift to a foreign government official.

This discussion is not comprehensive and you are expected to familiarize yourself with all laws and regulations relevant to your position with us, as well as all our related written policies on these laws and regulations, including the Employee Guide. To this end, your Employee Relations Specialist, the Employee Hotline and the Legal Department are available to answer your calls and questions. If you have any questions concerning any possible reporting or compliance obligations, or with respect to your own duties under the law, you should not hesitate to call and seek guidance by following the compliance procedures contained in the section of the code entitled "Asking for Help and Reporting Concerns".

Conflicts of Interest

All of us must be able to perform our duties and exercise judgment on behalf of our company without influence or impairment, or the appearance of influence or impairment, due to any activity, interest or relationship that arises outside of work. Put more simply, when our loyalty to our company is affected by actual or potential benefit or influence from an outside source, a conflict of interest exists. We should all be aware of any potential influences that impact or appear to impact our loyalty to our company. In general, you should avoid situations where your personal interests conflict, or appear to conflict, with those of our company.

Any time you believe a conflict of interest may exist, you must disclose the potential conflict of interest to your immediate supervisor. Any activity that is approved, despite the actual or apparent conflict, must be documented. Any activity that could raise a potential conflict of interest that involves an executive officer must be approved by our Board of Directors or its designated committee. Any activity that could raise a potential conflict of interest involving an officer with the title of Vice President and above must be approved by our General Counsel.

It is not possible to describe every conflict of interest, but some situations that could cause a conflict of interest include:

- Doing business with family members
- Having a financial interest in another company with whom we do business
- Taking a second job

- Managing your own business
- Serving as a director of another business
- Being a leader in some organizations
- Diverting a business opportunity from our company to another company

Doing Business with Family Members

A conflict of interest may arise if family members work for a supplier, customer or other third party with whom we do business. It also may be a conflict if a family member has a significant financial interest in a supplier, customer or other third party with whom we do business. A "significant financial interest" is defined below. Before doing business on our behalf with an organization in which a family member works or has a significant financial interest, an employee must disclose the situation and obtain approval from his or her immediate supervisor. Document the approval if it is granted. If the only interest you have in a customer or supplier is because a family member works there, then you do not need to disclose the relationship or obtain prior approval unless you deal with the customer or supplier.

"Family members" include your:

- Spouse
- Brothers or sisters
- Parents
- In-laws
- Children
- Life partner

Employing relatives or close friends who report directly to you may also be a conflict of interest. Although our company encourages employees to refer candidates for job openings, employees who may influence a hiring decision must avoid giving an unfair advantage to anyone with whom they have a personal relationship. In particular, supervisors should not hire relatives or attempt to influence any decisions about the employment or advancement of people related to or otherwise close to them, unless they have disclosed the relationship and obtained the approval of their immediate supervisor.

Ownership in Other Businesses

Any direct or indirect significant financial interest in one of our competitors, suppliers, customers or other third parties with whom we do business creates a potential conflict of interest. You should not allow your investments to influence, or appear to influence, your independent judgment. In general, you should not own, directly or indirectly, a significant financial interest in any company that competes with our company or that does, or seeks to do, business with us.

Two tests determine if a "significant financial interest" exists:

- You or a family member owns more than 5% of the outstanding stock of a business or you or a family member has or shares discretionary authority with respect to the decisions made by that business, or
- The investment represents more than 5% of your total assets or of your family member's total assets.

If you or a family member has a significant financial interest in a company with whom we do business or propose to do business, that interest must be approved by your immediate supervisor prior to the transaction.

Notwithstanding the foregoing, non-employee directors of our company and their family members may have significant financial interests in or be affiliates of suppliers, customers, competitors and third parties with whom we do business or propose to do business. However, a director must:

- disclose any such relationship promptly after the director becomes aware of it,
- remove himself or herself from any Board activity that directly impacts the relationship between our company and any such company with respect to which the director has a significant financial interest or is an affiliate, and
- obtain prior approval of the Board of Directors or its designated committee for any transaction of which the director is aware between our company and any such company.

Outside Employment

Sometimes our employees desire to take additional part-time jobs or do other work after hours, such as consulting or other fee-earning services. This kind of work does not in and of itself violate our code. However, the second job must be strictly separated from your job with us, and must not interfere with your ability to devote the time and effort needed to fulfill your duties to us as our employee. Full time employees of the company cannot engage in any outside activity that causes competition with us or provides assistance to our competitors or other parties (such as suppliers) with whom we regularly do business. You should avoid outside activities that embarrass or discredit us. Outside work may never be done on company time and must not involve the use of our supplies or equipment. Additionally, you should not attempt to sell services or products from your second job to us.

Before engaging in a second line of work, full time employees of the company should disclose any plans to your business unit head to confirm that the proposed activity is not contrary to our best interests. You may also contact our Human Resources Department for more information about our policies concerning outside employment.

Service on Boards

Serving as a director of another corporation may create a conflict of interest. Being a director or serving on a standing committee of some organizations, including government agencies, also may create a conflict.

Before accepting an appointment to the board or a committee of any organization whose interests may conflict with our company's interests, you must discuss it with our Legal Department and obtain approval. This rule does not apply to non-employee directors of our company.

Business Opportunities

Business opportunities relating to the kinds of products and services we usually sell or the activities we typically pursue that arise during the course of your employment or through the use of our property or information belong to us. Similarly, other business opportunities that fit into our strategic plans or satisfy our commercial objectives that arise under similar conditions also belong to us. You may not direct these kinds of business opportunities to our competitors, to other third parties or to other businesses that you own or are affiliated with.

Loans

Unlawful extensions of credit by our company in the form of personal loans to our executive officers and directors are prohibited. All other loans by our company to, or guarantees by our company of obligations of, officers with the title of Vice President or above must be made in accordance with established company policies approved by our Board of Directors or its designated committee.

If you have any questions concerning a potential conflict of interest, contact the Employee Hotline or the Legal Department.

Policy on Related Party Transactions

Our executive officers and directors should report any proposed "related party transaction" (as defined below) to our General Counsel promptly after becoming aware of it. It is the responsibility of each of our executive officers and directors to promptly notify our General Counsel of all related party transactions as soon as they become aware of them. It is the responsibility of the individual executive officer or director to inform the General Counsel and obtain the requisite approval described below prior to entering into any related party transaction.

Any proposed related party transaction involving our company or its affiliates and one of our executive officers must be pre-approved by the audit committee of our Board of Directors, except that no such approval shall be required for a related party transaction involving the SFX Sports Group because existing procedures by the applicable sports leagues preclude our directors and executive officers from participation in such transactions.

Any proposed related party transaction involving our company or its affiliates and one of our non-employee directors must be pre-approved by the audit committee of our Board of Directors, except that no such pre-approval shall be required for an agreement, or series of related agreements, providing solely for advertising or associated promotional events that is made on our standard terms and conditions (as reflected in our standard form of advertising agreement and standard rate sheet) where the aggregate amount to be paid to us is less than \$10 million.

All related party transactions that commenced during a fiscal quarter shall be reviewed by the audit committee of our Board of Directors after the close of the quarter. If the audit committee determines that additional procedures relating to such transactions are necessary or appropriate, it may change this policy accordingly.

For purposes of this policy, a "related party transaction" is defined by reference to Item 404 of the Securities and Exchange Commission's Regulation S-K. This Item requires public disclosure of all transactions since the beginning of our last fiscal year exceeding \$60,000 by us or any of our subsidiaries in which any of the following persons had, or will have, a direct or indirect material interest: (1) any of our directors, director nominees, or executive officers, (2) any record or beneficial owner of more than 5% of our common stock, and (3) any member of the immediate family of any of the foregoing persons. The term "immediate family" includes a person's spouse, parents, children, siblings, and in-laws who have a parent, child or sibling in-law relationship to the person.

Gifts and Entertainment

We are dedicated to treating fairly and impartially all persons and firms with whom we do business. Therefore, our employees must not give or receive gifts, entertainment or gratuities that could influence or be perceived to influence business decisions. Misunderstandings can

usually be avoided by conduct that makes clear that our company conducts business on an ethical basis and will not seek or grant special considerations.

Accepting Gifts and Entertainment

You should never solicit a gift or favor from those with whom we do business. You may not accept gifts of cash or cash equivalents.

You may accept novelty or promotional items (such as inexpensive pens, mugs and calendars that bear a company's name) or modest gifts of limited value (under \$500) related to commonly recognized occasions, such as a promotion, holiday, wedding or retirement, if:

- this happens only occasionally,
- the gift was not solicited, and
- disclosure of the gift would not embarrass our company or the people involved or appear to compromise our ability to make objective business decisions.

You may accept an occasional invitation to a sporting activity, entertainment or meal if

- there is a valid business purpose involved,
- this happens only occasionally, and
- the activity is of reasonable value (under \$500) and not lavish.

In addition, a representative of the giver's company must be present at the event. If you are asked to attend an overnight event, you must obtain prior approval from your immediate supervisor.

If you are employed in the Radio, Television or Outdoor Divisions, and wish to accept a gift with a value in excess of \$500, you must get the approval of your Regional Vice President. If you are employed in the Entertainment Division, and wish to accept a gift with a value in excess of \$500, you must get the approval of your Division Head.

Giving Gifts and Entertaining

Gifts of nominal value (under \$500) and reasonable entertainment for customers, potential customers and other third parties with whom we do business are permitted. However, any gift or entertainment must

- support our company's legitimate business interests,
- be reasonable and customary, not lavish or extravagant, and
- not embarrass our company or the recipient if publicly disclosed.

Under no circumstances can any bribe, kickback, or illegal payment or gift of cash or cash equivalents be made. Also, special rules apply when dealing with government employees. These are discussed in this code under "Compliance with Laws – Anticorruption Laws."

If you are not sure whether a specific gift or entertainment is permissible, contact your immediate supervisor. If you are employed in the Radio, Television or Outdoor Divisions, and propose to give a gift with a value in excess of \$500, you must get the approval of your Regional Vice President. If you are employed in the Entertainment Division, and propose to give a gift with a value in excess of \$500, you must get the approval of your Division Head.

Fair Dealing

We have built a reputation as a trustworthy and ethical member of our community and our industry. We are committed to maintaining the highest levels of integrity and fairness within our company. When we fail to negotiate, perform or market in good faith, we may seriously damage our reputation and lose the loyalty of our customers. You must conduct business honestly and fairly and not take unfair advantage of anyone through any misrepresentation of material facts, manipulation, concealment, abuse of privileged information, fraud or other unfair business practice.

Securities Laws and Insider Trading

Because we are a public company, we are subject to a number of laws concerning the purchase and sale of our stock and other publicly traded securities. Regardless of your position with us, if you are aware of what is known as "material inside information" regarding our company, business, affairs or prospects, you may not disclose that information to anyone outside our company, and you are not allowed to buy or sell our stock or other publicly-traded securities until the material inside information is known not only by individuals within our company, but also by the general public. The improper use of material inside information is known as insider trading. Insider trading is a criminal offense and is strictly prohibited.

"Material inside information" is any information concerning us that is not available to the general public and which an investor would likely consider to be important in making a decision whether to buy, sell or hold our stock or other securities. A good rule of thumb to determine whether information about us is material inside information is whether or not the release of that information to the public would have an effect on the price of our stock. Examples of material inside information include information concerning earnings estimates, changes in previously released earnings estimates, a pending stock split, dividend changes, significant merger, acquisition or disposition proposals, major litigation, the loss or acquisition of a major contract and major changes in our management. Material inside information is no longer deemed "inside" information once it is publicly disclosed and the market has had sufficient time to absorb the information. Examples of effective public disclosure are the filing of such inside

information with the Securities and Exchange Commission, or the printing of such information in *The Wall Street Journal* or other publications of general circulation, in each case giving the investing public a fair amount of time to absorb and understand our disclosures.

In addition to being prohibited from buying or selling our stock or other publicly-traded securities when you are in possession of material inside information, you are also prohibited from disclosing such information to anyone else (including friends and family members) in order to enable them to trade on the information. In addition, if you acquire material inside information about another company due to your relationship with us, you may not buy or sell that other company's stock or other securities until such information is publicly disclosed and sufficiently disseminated into the marketplace.

The following are general guidelines to help you comply with our insider trading policy:

- Do not share material inside information with people within our company whose jobs do not require them to have the information.
- Do not disclose any non-public information, material or otherwise, concerning our company to anyone outside our company unless required as part of your duties and the person receiving the information has a reason to know the information for company business purposes.
- If you have material inside information regarding us, or regarding any other publicly traded company that you obtained from your employment or relationship with us, you must not buy or sell, or advise anyone else to buy or sell, our securities or that other company's securities, until such information is publicly disclosed and sufficiently disseminated into the marketplace.

Penalties for trading on or communicating material inside information are severe. If you are found guilty of an insider trading violation, you can be subject to civil and even criminal liability. In addition to being illegal, we believe that insider trading is unethical and will be dealt with firmly, which may include terminating your employment with us and reporting violations to appropriate authorities.

If you have any questions concerning the securities laws or about our policies with regard to those laws, or regarding the correct ethical and legal action to take in a situation involving material inside information, please contact our General Counsel.

Responding to Inquiries from the Press and Others

Our company is subject to laws that govern the timing of our disclosures of material information to the public and others. Only certain designated employees may discuss our company with the news media, securities analysts and investors. All inquiries from outsiders regarding financial or other information about our company should be referred to the Investor

Relations Department. Please direct all media inquiries relating to our company to Lisa Dollinger, SVP Corporate Communications, at(210) 822-2828.

Political Activity

We will fully comply with all political contribution laws. Our funds may not be used for contributions of any kind to any political party or committee or to any candidate or holder of any government position (national, state or local) unless such contribution is permitted by law and complies with our company policy. Please contact our Legal Department to determine whether a specific company contribution is permitted.

It is against our policy for you to lobby our other employees on behalf of a political candidate during the work day. It is also against our policy to reimburse an employee for any political contributions or expenditures. Outside normal office hours, you are free to participate in political campaigns on behalf of candidates or issues of your choosing, as well as make personal political contributions.

Safeguarding Corporate Assets

We have a responsibility to protect company assets entrusted to us from loss, theft, misuse and waste. Company assets and funds may be used only for business purposes and may never be used for illegal purposes. Incidental personal use of telephones, fax machines, copy machines, personal computers, e-mail and similar equipment is generally allowed if it is occasional, there is no significant added cost to us, it does not interfere with your work responsibilities and is not related to an illegal activity or outside business. If you become aware of theft, waste or misuse of our assets or funds or have any questions about your proper use of them, you should speak immediately with your immediate supervisor.

It is also important that you protect the confidentiality of company information. Confidential or proprietary information includes all information that is not generally known to the public and is helpful to the company, or would be helpful to competitors. Proprietary information should be marked accordingly, kept secure and access limited to those who have a need to know in order to do their jobs.

Our business relations are built on trust, and our customers and suppliers count on that trust. If you learn information from them that is not otherwise public, you should keep that information confidential also.

We must all be sensitive to the impact of comments made over the Internet through public forums such as chat rooms and bulletin boards. In such forums, you may not post any information about the company including comments about our products, stock performance, operational strategies, financial results, customers or competitors, even in response to a false statement or question. This applies whether you are at work or away from the office. Our

company owns all e-mail messages that are sent from or received through the company's systems. We may monitor your messages and may be required to disclose them in the case of litigation or governmental inquiry.

Equal Employment Opportunity and Anti-Harassment

We are committed to providing equal employment opportunities for all our employees and will not tolerate any speech or conduct that is intended to, or has the effect of, discriminating against or harassing any qualified applicant or employee because of his or her race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, age, physical or mental disability, veteran status or any characteristic protected by law. We will not tolerate discrimination or harassment by anyone – managers, supervisors, co-workers, vendors or our customers. This policy extends to every phase of the employment process, including: recruiting, hiring, training, promotion, compensation, benefits, transfers, discipline and termination, layoffs, recalls, and company-sponsored educational, social and recreational programs, as applicable. If you observe conduct that you believe is discriminatory or harassing, or if you feel you have been the victim of discrimination or harassment, you should notify your Employee Relations Specialist or the Employee Hotline immediately.

Not only do we forbid unlawful discrimination, we take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex (including pregnancy, childbirth or related medical conditions), national origin, age, physical or mental disability, veteran status or any characteristic protected by law.

The Human Resources Department has been assigned specific responsibilities for implementing and monitoring affirmative action and other equal opportunity programs. One of the tenants of this code, however, is that all employees are accountable for promoting equal opportunity practices within our company. We must do this not just because it is the law, but because it is the right thing to do.

For more information concerning our anti-discrimination and anti-harassment policies, you should refer to our Employee Guide. We will not retaliate against any employee for filing a good faith complaint under our anti-discrimination and anti-harassment policies or for cooperating in an investigation and will not tolerate or permit retaliation by management, employees or co-workers. To the fullest extent possible, the company will keep complaints and the terms of their resolution confidential. If an investigation confirms harassment or discrimination has occurred, the company will take corrective action against the offending individual, including such discipline up to and including immediate termination of employment, as appropriate.

Health, Safety and the Environment

We are committed to providing safe and healthy working conditions by following all occupational health and safety laws governing our activities.

We believe that management and each and every employee have a shared responsibility in the promotion of health and safety in the workplace. You should follow all safety laws and regulations, as well as company safety policies and procedures. You should immediately report any accident, injury or unsafe equipment, practices or conditions.

You also have an obligation to carry out company activities in ways that preserve and promote a clean, safe, and healthy environment. You must strictly comply with the letter and spirit of applicable environmental laws and the public policies they represent.

The consequences of failing to adhere to environmental laws and policies can be serious. Our company, as well as individuals, may be liable not only for the costs of cleaning up pollution, but also for significant civil and criminal penalties. You should make every effort to prevent violations from occurring and report any violations to your immediate supervisor or our General Counsel or Corporate Risk Management.

Accuracy of Company Records

All information you record or report on our behalf, whether for our purposes or for third parties, must be done accurately and honestly. All of our records (including accounts and financial statements) must be maintained in reasonable and appropriate detail, must be kept in a timely fashion, and must appropriately reflect our transactions. Falsifying records or keeping unrecorded funds and assets is a severe offense and may result in prosecution or loss of employment. When a payment is made, it can only be used for the purpose spelled out in the supporting document.

Information derived from our records is provided to our shareholders and investors as well as government agencies. Thus, our accounting records must conform not only to our internal control and disclosure procedures but also to generally accepted accounting principles and other laws and regulations, such as those of the Internal Revenue Service and the Securities and Exchange Commission. Our public communications and the reports we file with the Securities and Exchange Commission and other government agencies should contain information that is full, fair, accurate, timely and understandable in light of the circumstances surrounding disclosure.

Our internal and external auditing functions help ensure that our financial books, records and accounts are accurate. Therefore, you should provide our accounting department, internal auditing staff, audit committee and independent public accountants with all pertinent information that they may request. We encourage open lines of communication with our audit committee, accountants and auditors and require that all our personnel cooperate with them to the maximum

extent possible. It is unlawful for you to fraudulently influence, induce, coerce, manipulate or mislead our independent public accountants for the purpose of making our financial statements misleading.

If you are unsure about the accounting treatment of a transaction or believe that a transaction has been improperly recorded or you otherwise have a concern or complaint regarding an accounting matter, our internal accounting controls, or an audit matter, you should confer with your immediate supervisor, the controller associated with your business unit or our Chief Financial Officer, or you may submit your concern, on an anonymous basis, to the audit committee of our Board of Directors by calling the toll free Employee Hotline.

Record Retention

Our records should be retained or discarded in accordance with our record retention policies and all applicable laws and regulations. From time to time we are involved in legal proceedings that may require us to make some of our records available to third parties. Our legal counsel will assist us in releasing appropriate information to third parties and provide you (or your immediate supervisor) with specific instructions. It is a crime to alter, destroy, modify or conceal documentation or other objects that are relevant to a government investigation or otherwise obstruct, influence or impede an official proceeding. The law applies equally to all of our records, including formal reports as well as informal data such as e-mail, expense reports and internal memos. If the existence of a subpoena or a pending government investigation is known or reported to you, you should immediately contact our Legal Department and you must retain all records that may pertain to the investigation or be responsive to the subpoena.

Administration of the Code

Distribution

All of our directors, officers and employees will receive a copy of this code when they join our company. Updates of the code will be distributed to all directors, officers and employees.

Role of Supervisors and Officers

Supervisors and officers have important roles under this code and are expected to demonstrate their personal commitment to this code by fostering a workplace environment that promotes compliance with the code and by ensuring that employees under their supervision participate in our company's compliance training programs.

Reporting Violations

All employees are obliged to report violations of this code or the law and to cooperate in any investigations into such violations. We prefer that you give your identity when reporting violations, to allow the company to contact you in the event further information is needed to pursue an investigation, and your identity will be maintained in confidence to the extent practicable under the circumstances and consistent with enforcing this code. However, you may anonymously report violations.

Investigations

We will initiate a prompt investigation following any credible indication that a breach of law or this code may have occurred. We will also initiate appropriate corrective action as we deem necessary, which may include notifying appropriate authorities. For more information about our procedures in dealing with violations or suspected violations of this code, you should refer to our Employee Guide.

Disciplinary Action

If you violate any provision of this code, you may be subject to disciplinary action, up to and including discharge. Please be aware that we may seek civil remedies from you and if your violation results in monetary loss to us, you may be required to reimburse us for that loss. If you are involved in a violation, the fact that you reported the violation, together with the degree of cooperation displayed by you and whether the violation is intentional or unintentional, will be given consideration in our investigation and any resulting disciplinary action.

No Retaliation

We will not retaliate against anyone who, in good faith, notifies us of a possible violation of law or this code, nor will we tolerate any harassment or intimidation of any employee who reports a suspected violation. In addition, there are federal "whistleblower" laws that are designed to protect employees from discrimination or harassment for providing information to us or governmental authorities, under certain circumstances, with respect to certain laws such as those governing workplace safety, the environment, securities fraud and federal law relating to fraud against shareholders.

Approvals

Approvals required under this code should be documented.

Waivers

Any request for a waiver of this code must be submitted in writing to our compliance officer who has authority to decide whether to grant a waiver. However, a waiver of any provision of this code for a director or an executive officer must be approved by our Board of Directors or its designated committee and will be promptly disclosed to the extent required by law or regulation.

Certifications

All new employees must sign a certificate confirming that they have read and understand this code. However, failure to read the code or sign a confirmation certificate does not excuse you from complying with this code.

Nonretaliation Policy for Employees Who Report Violations of Law

We are committed to providing a workplace conducive to open discussion of our business practices. It is our policy to comply with all applicable laws that protect employees against unlawful discrimination or retaliation by their employer as a result of their lawfully reporting information regarding, or their participating in, investigations involving corporate fraud or other violations by us or our agents of federal or state law. Specifically, our policy prevents you from being subject to disciplinary or retaliatory action by us or any of our employees or agents as a result of your complaint about corporate fraud (such as falsifying financial records, providing false information to shareholders, and hiding or stealing corporate assets) to any of the following:

- a federal regulatory or law enforcement agency;
- a member or committee of Congress;
- your supervisor;
- our Vice President of Human Resources;
- our Employee Hotline;
- our Human Resources Department;
- our Chief Financial Officer; or
- our Legal Department.

You are also protected from retaliation due to your assisting in any investigation of any alleged violation or participating in any lawsuit arising from a complaint or investigation. However, if you file reports or provide evidence which you know to be false or where you do not have a reasonable belief in the truth and accuracy of such information, you will not be protected by the above policy statement and may be subject to disciplinary action, including termination of your employment.

Our Vice President of Human Resources is responsible for administering Nonretaliation Policy for Employees Who Report Violations of Law policy. Our Vice President of Human Resources is responsible for receiving, collecting, reviewing, processing and resolving concerns and reports by employees and others on the matters described above and other similar matters. You are encouraged to discuss issues and concerns of the type covered by this policy with your immediate supervisor, who is in turn responsible for informing our Vice President of Human

Resources of any concerns raised. If you prefer not to discuss these sensitive matters with your immediate supervisor, you may instead discuss such matters directly with the Corporate Human Resources Department through the Employee Hotline. Our Vice President of Human Resources will refer complaints submitted, as he determines to be appropriate or as required under the directives of our Board of Directors, to our Board of Directors or its designated committee.

In addition, we have established a toll-free hotline number for the submission of confidential or anonymous complaints involving our accounting, auditing, internal auditing controls or Human Resource concerns. We prefer that you give your identity when reporting violations to allow the company to contact you in the event further information is needed to pursue an investigation. Your identity will be maintained in confidence. However, you may anonymously report violations. Complaints submitted through the toll-free hotline that involve our accounting, auditing, or internal auditing controls will be presented to the audit committee of our Board of Directors. You may utilize this confidential or anonymous process either to raise new complaints or if you feel that a complaint you previously raised with your immediate supervisor or our General Counsel has not been appropriately handled.

If you believe you have been subjected to any action that violates this policy, you may file a complaint with your immediate supervisor, your Employee Relations Specialist or the Employee Hotline. If it is determined that you have experienced any improper employment action in violation of this policy, you will be entitled to appropriate corrective action.

Description of Responsibilities of our Vice President of Human Resources

We have appointed our Vice President of Human Resources as the individual who is responsible for administering our Nonretaliation Policy for Employees Who Report Violations of Law. Our Vice President of Human Resources will report directly to the audit committee of our Board of Directors on matters arising under this policy.

Our Vice President of Human Resource's responsibilities under this policy include:

- Administering, implementing and overseeing ongoing compliance under the policy.
- Establishing and administering procedures to assure that employee complaints will be collected, reviewed promptly, resolved in an appropriate manner, and retained.
- Making his staff available to discuss with employees any complaints raised or reports filed.
- With respect to complaints from employees or non-employees received by us relating to our accounting, auditing or internal auditing controls, establishing and administering procedures to assure that such complaints will be collected, reviewed promptly, treated or resolved in an appropriate manner, and retained. Our Vice President of Human Resources will present any such complaints received by us to the audit committee of our Board of Directors.

- Administering and overseeing our training and educational programs designed to ensure that our employees with supervisory authority with respect to other employees, or who are otherwise involved in the administration of our policies, are aware of this policy, know to involve our Vice President of Human Resources in any matters involving this that arise (including informing our Vice President of Human Resources of every complaint that arises), and are trained in the proper handling of employee complaints covered by this policy.

Asking for Help and Reporting Concerns

We take this code seriously and consider its enforcement to be among our highest priorities, but we also acknowledge that it is sometimes difficult to know right from wrong. That's why we encourage open communication. *When in doubt, ask.* Whenever you have a question or concern, are unsure about what the appropriate course of action is, or if you believe that a violation of the law or this code has occurred:

- You should talk with your immediate supervisor. He or she may have the information you need, or may be able to refer the matter to an appropriate source, including legal counsel as circumstances warrant.
- If you are uncomfortable talking with your immediate supervisor, you may also contact any manager in our company with whom you feel comfortable, the Human Resources Department or the Employee Hotline.
- In addition, if you have concerns or complaints about accounting or audit matters or our internal accounting controls, you may confer with your immediate supervisor, the Vice President of Human Resources or our Chief Financial Officer, or you may submit your concern or complaint, on a confidential or anonymous basis, to the audit committee of our Board of Directors by calling the toll-free Employee Hotline number. When reporting concerns or complaints about accounting, audit matters, our internal accounting controls or Human Resources concerns on the toll-free Employee Hotline, we prefer that you give your identity to allow the company to contact you in the event further information is needed to pursue an investigation. Your identity will be maintained in confidence. However, you may anonymously report violations.

Helpful Phone Numbers**DELETE FROM VERSION POSTED ON WEB**

<u>Title</u>	<u>Name</u>	<u>Telephone</u>	<u>Email Address</u>
General Counsel	Andy Levin	(210) 822-2828	andylevin@clearchannel.com
Associate General Counsel - Labor	Mickey Gayler	(210) 822-2828	mickeygayler@clearchannel.com
Chief Financial Officer	Randall Mays	(210) 822-2828	randallmays@clearchannel.com
Vice President -- Human Resources	Bill Hamersly	(210) 832-3406	billhamersly@clearchannel.com
Vice President -- Investor Relations	Randy Palmer	(210) 832-3315	randypalmer@clearchannel.com
Toll Free Employee Hotline		(888) 403-4722	

Confirmation Certificate

I have been provided with a copy of the Code of Business Conduct and Ethics of Clear Channel Communications, Inc. I acknowledge that I have read the code and understand my responsibilities under it. I further acknowledge that I should follow the compliance procedures described in the code if I have any questions or concerns.

Employee Name: _____
Date: _____

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT C

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO



CONFIDENTIALITY, TRADE SECRETS AND NON-COMPETE AGREEMENT

The Parties to this Agreement and certain referenced elements therein are as follows:

Employer: WLTW Incorporated In: Texas
 Corporate Headquarters: San Antonio
 Station and City and State License: WLTW - Clear Channel
 Metropolitan Statistical Area(s) In Which Station Competes: _____
 Employee: Lou Capino
 Employment Capacity (Job Duties): _____

This Agreement is entered into by and between, the above-referenced "Employee" and the above-referenced "Employer." Employee is entering into employment with or is currently employed by Employer at the above-referenced Station in the above-referenced capacity.

During the term of this agreement, Employee will have access to and become familiar with various trade secrets and confidential information and techniques of Employer. Employee acknowledges that such confidential information and techniques, and trade secrets are owned and shall continue to be owned solely by Employer. During the term of his/her employment, and after such employment terminates, Employee agrees not to use such information for any purpose whatsoever or to divulge such information to any person other than Employer or person to whom Employer has given its consent. Under no circumstances shall Employee remove from Employer's office any of Employer's books, records, format materials, documents, or customer lists, or any copies of such documents without the written permission of Employer; nor shall employee make any copies of such books, records, materials, documents, or customer lists for use outside of Employer's office except as specifically authorized in writing by Employer.

Employee agrees that in consideration of his/her employment or continued employment with Employer, training in Employer's techniques, access to confidential trade secrets or Employer's expenditure of money and energy in advertising, training, promoting or dissemination of information about Employee or various programs in which Employee may participate, Employee does hereby agree that during his/her employment with Employer in the capacity above stated or otherwise and for a period of one hundred eighty (180) days thereafter, he/she shall neither engage directly or indirectly in the rendering of services similar to those provided for Employer nor have any direct or indirect interest in or employment relationship with any radio or television station (including cable organization or supplier) or firm or affiliated company owning or operating a radio or television station or cable system located within or purporting to serve the above-referenced Metropolitan Statistical Area(s), as defined by the US Government, other than properties operated by Employer. The parties have attempted to limit Employee's right to compete only to the extent necessary to protect Employer from unfair competition. The parties recognize, however, that reasonable people may differ in making such a determination. Consequently, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court may modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances existing at that time. In the event Employee violates the restrictive covenant set forth above, it is agreed that the term of the restrictive covenant so violated shall be extended for a period of one hundred eighty (180) days from the time Employee ceases such violation or, in the event of court action, for a period of one hundred eighty (180) days after the entry of a final order or judgment.

Employee further acknowledges that in the event his/her employment with Employer terminates for any reason, he/she will be able to earn a livelihood without violating the foregoing restrictions and that his/her

ability to earn a livelihood without violating such restrictions is a material condition to his/her employment with Employer.

Employee acknowledges that compliance with the covenants previously set forth herein is necessary to protect the business and good will of Employer and that a breach of those covenants will irreparably and continually damage Employer, for which money damages may not be adequate. Consequently, Employee agrees that in the event he/she breaches or threatens to breach any of these covenants, Employer shall be entitled to both a preliminary or permanent injunction in order to prevent the continuation of such harm and money damages insofar as they can be determined.

Nothing in this agreement, however, shall be construed to prohibit Employer from also pursuing any other remedy, the parties having agreed that all remedies shall be cumulative. As such money damages for the period of time during which Employee violated these covenants, Employer shall be entitled to recover the amount of fees, compensation or other remuneration earned by Employee as a result of any such breach. If in one or more instances either party fails to insist that the other party perform any of the terms of this agreement, such failure shall not be construed as a waiver by such party of any past, present or future right granted under this agreement; the obligations of both parties under this agreement shall continue in full force and effect.

The obligations contained in the preceding paragraphs shall survive the termination of this agreement. In addition, the termination of this agreement shall not affect any of the rights or obligations of either party arising prior to or at the time of the termination of this agreement, or which may arise by any event causing the termination of this agreement.

If any provision, paragraph or subparagraph of this agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the agreement including any other provision, paragraph, or subparagraph. Each provision, paragraph and subparagraph of this agreement is separable from every other provision, paragraph and subparagraph, and constitutes a separate and distinct covenant.

This agreement shall be binding upon and shall inure to the benefit of the parties and their successors, assigns, executors, administrators, and personal representatives. This agreement constitutes the complete understanding between the parties, all prior representations or agreements having been merged into this agreement. No alteration or modification to any of the provisions of this agreement shall be valid unless made in writing and signed by both parties. This agreement shall be subject to and governed by the laws of the above-referenced State. If Employee breaches any of the terms of this agreement, the Employee shall pay to Employer all of Employer's costs and expenses, including attorney's fees, incurred by Employer in enforcing the terms of this agreement.

Employee agrees and acknowledges that this agreement is not a contract for employment or continued employment and does not place any obligations upon Employer except as specifically stated herein.

EMPLOYER

By: _____

Its: _____

EMPLOYEE

Signature: _____

Date: _____

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT D

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO



EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE GUIDE


Employees are required to read and abide by the applicable portions of the Guide and to get help from their supervisor or from the Human Resources Department, if necessary, in understanding the Guide. The Guide will be interpreted consistent with all applicable laws. If any of the policies in this Employee Guide conflict with any local or future laws, the applicable laws will supercede the Employee Guide. The Guide applies to all employees except where modified by specific terms of an express, and signed written contract signed by a Vice President or higher company official or valid collective bargaining agreement. The benefits listed in the guide do not apply to employees covered by individual contracts or other agreements or in recognized union bargaining units, unless otherwise expressly indicated in writing. Except as provided by the full arbitration policy, or an individual contract, or an applicable collective bargaining agreement, the Company may deviate from, amend, modify, supplement, or revoke any of its policies at any time, including the policies contained within this Guide.

Employment at Clear Channel is employment at-will. Employment at will means that the employment relationship may be terminated at the will of either the employer or the employee. Employment may be terminated with or without cause and with or without notice by you or Clear Channel. Terms and conditions of employment with Clear Channel may be notified at the sole discretion of Clear Channel with or without cause and with or without notice. Other than the head of your Division, no one has the authority to make any agreement for employment other than for employment at-will or to make any agreement limiting Clear Channel's discretion to modify terms and conditions of employment. Only the head of your Division has the authority to make any such agreement and then only in writing. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy or practice. Employees who have questions concerning the Guide should contact hr@clearchannel.com or (210) 822-2828.

Please sign below to show that you have received a copy of the Clear Channel Guide:


 EMPLOYEE'S SIGNATURE

3/20/06
 DATE


 PRINT NAME, division and location (include call letters if applicable)



Employee's Acknowledgement of Receipt of Employee Guide and Code of Conduct

Employee Guide Acknowledgement:

Employees are required to read and abide by the applicable portions of the Guide and to get help from their supervisor or from the Human Resources Department, if necessary, in understanding the Guide. The Guide will be interpreted consistent with all applicable laws. If any of the policies in this Employee Guide conflict with any local or future laws, the applicable laws will supersede the Employee Guide. The Guide applies to all employees except where modified by specific terms of an express and signed written contract signed the appropriate company official or valid collective bargaining agreement. The Company may deviate from, amend, modify, supplement, or revoke any of its policies at any time, including the policies contained within this Guide.

Employment at Clear Channel is employment at-will, unless modified by the specific terms of a written employment agreement signed by the appropriate company official. Employment at will means that the employment relationship may be terminated at the will of either the employer or the employee. Employment may be terminated with or without cause and with or without notice by you or Clear Channel. Terms and conditions of employment with Clear Channel may be modified at the sole discretion of Clear Channel with or without cause and with or without notice. Employees who have questions concerning the Guide should contact hr@clearchannel.com or our toll-free number, 888-403-HRCC.

Please sign below to show that you have received a copy or have reviewed the Clear Channel Guide on the CCRC and will abide by Policies:

EMPLOYEE'S SIGNATURE

9/15/06

DATE

PRINT NAME, division and location

Code of Conduct Acknowledgment:

I have been provided with a copy or have reviewed on the CCRC the Code of Business Conduct and Ethics of Clear Channel Communications, Inc. I acknowledge that I have read the code and understand my responsibilities under it. I further acknowledge that I should follow the compliance procedures described in the code if I have any questions or concerns.

EMPLOYEE'S SIGNATURE

9/15/06

DATE

PRINT NAME, division and location

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT E

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO



CONFIDENTIALITY, TRADE SECRETS AND NON-COMPETE AGREEMENT

The Parties to this Agreement and certain referenced elements therein are as follows:

Employer: Clear Channel Incorporated In: Delaware
 Corporate Headquarters: San Antonio, TX
 Station and City and State License: WKTV New York, NY
 Metropolitan Statistical Area(s) in which Station Competes: New York City
 Employee: Anthony Campbell
 Employment Capacity (Job Duties): Account Executive

This Agreement is entered into by and between the above-referenced "Employee" and the above-referenced "Employer." Employee is entering into employment with or is currently employed by Employer at the above-referenced Station in the above-referenced capacity.

During the term of this agreement, Employee will have access to and become familiar with various trade secrets and confidential information and techniques of Employer. Employee acknowledges that such confidential information and techniques and trade secrets are owned and shall continue to be owned solely by Employer. During the term of his/her employment, and after such employment terminates, Employee agrees not to use such information for any purpose whatsoever or to divulge such information to any person other than Employer or person to whom Employer has given its consent. Under no circumstances shall Employee remove from Employer's office any of Employer's books, records, format materials, documents, or customer lists, or any copies of such documents without the written permission of Employer; nor shall employee make any copies of such books, records, materials, documents, or customer lists for use outside of Employer's office except as specifically authorized in writing by Employer.

Employee agrees that in consideration of his/her employment or continued employment with Employer, training in Employer's techniques, access to confidential trade secrets or Employer's expenditure of money and energy in advertising, training, promoting or dissemination of information about Employee or various programs in which Employee may participate, Employee does hereby agree that during his/her employment with Employer in the capacity above stated or otherwise and for a period of one hundred eighty (180) days thereafter, he/she shall neither engage directly or indirectly in the rendering of services similar to those provided for Employer nor have any direct or indirect interest in or employment relationship with any radio or television station (including cable organization or supplier) or firm or affiliated company owning or operating a radio or television station or cable system located within or purporting to serve the above-referenced Metropolitan Statistical Area(s), as defined by the US Government, other than properties operated by Employer. The parties have attempted to limit Employee's right to compete only to the extent necessary to protect Employer from unfair competition. The parties recognize, however, that reasonable people may differ in making such a determination. Consequently, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court may modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances existing at that time. In the event Employee violates the restrictive covenant set forth above, it is agreed that the term of the restrictive covenant so violated shall be extended for a period of one hundred eighty (180) days from the time Employee ceases such violation or, in the event of court action, for a period of one hundred eighty (180) days after the entry of a final order or judgment.

Employee further acknowledges that in the event his/her employment with Employer terminates for any reason, he/she will be able to earn a livelihood without violating the foregoing restrictions and that his/her

ability to earn a livelihood without violating such restrictions is a material condition to his/her employment with Employer.

Employee acknowledges that compliance with the covenants previously set forth herein is necessary to protect the business and good will of Employer and that a breach of these covenants will irreparably and continually damage Employer, for which money damages may not be adequate. Consequently, Employee agrees that in the event he/she breaches or threatens to breach any of these covenants, Employer shall be entitled to both a preliminary or permanent injunction in order to prevent the continuation of such harm and money damages insofar as they can be determined.

Nothing in this agreement, however, shall be construed to prohibit Employer from also pursuing any other remedy, the parties having agreed that all remedies shall be cumulative. As such money damages for the period of time during which Employee violated these covenants, Employer shall be entitled to recover the amount of fees, compensation or other remuneration earned by Employee as a result of any such breach. If in one or more instances either party fails to insist that the other party perform any of the terms of this agreement, such failure shall not be construed as a waiver by such party of any past, present or future right granted under this agreement; the obligations of both parties under this agreement shall continue in full force and effect.

The obligations contained in the preceding paragraphs shall survive the termination of this agreement. In addition, the termination of this agreement shall not affect any of the rights or obligations of either party arising prior to or at the time of the termination of this agreement, or which may arise by any event causing the termination of this agreement.

If any provision, paragraph or subparagraph of this agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the agreement including any other provision, paragraph, or subparagraph. Each provision, paragraph and subparagraph of this agreement is separable from every other provision, paragraph and subparagraph, and constitutes a separate and distinct covenant.

This agreement shall be binding upon and shall inure to the benefit of the parties and their successors, assigns, executors, administrators, and personal representatives. This agreement constitutes the complete understanding between the parties; all prior representations or agreements having been merged into this agreement. No alteration or modification to any of the provisions of this agreement shall be valid unless made in writing and signed by both parties. This agreement shall be subject to and governed by the laws of the above-referenced State. If Employee breaches any of the terms of this agreement, the Employee shall pay to Employer all of Employer's costs and expenses, including attorney's fees, incurred by Employer in enforcing the terms of this agreement.

Employee agrees and acknowledges that this agreement is not a contract for employment or continued employment and does not place any obligations upon Employer except as specifically stated herein.

"EMPLOYER"

"EMPLOYEE"

By: _____

Signature: *[Signature]*

Its: _____

Date: 4/26/07

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT F

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO



Employee's Acknowledgement of Receipt of Employee Guide and Code of Conduct

Employee Guide Acknowledgement:

Employees are required to read and abide by the applicable portions of the Guide and to get help from their supervisor or from the Human Resources Department, if necessary, in understanding the Guide. The Guide will be interpreted consistent with all applicable laws. If any of the policies in this Employee Guide conflict with any local or future laws, the applicable laws will supersede the Employee Guide. The Guide applies to all employees except where modified by specific terms of an express and signed written contract signed the appropriate company official or valid collective bargaining agreement. The Company may deviate from, amend, modify, supplement, or revoke any of its policies at any time, including the policies contained within this Guide.

Employment at Clear Channel is employment at-will, unless modified by the specific terms of a written employment agreement signed by the appropriate company official. Employment at will means that the employment relationship may be terminated at the will of either the employer or the employee. Employment may be terminated with or without cause and with or without notice by you or Clear Channel. Terms and conditions of employment with Clear Channel may be modified at the sole discretion of Clear Channel with or without cause and with or without notice. Employees who have questions concerning the Guide should contact hr@clearchannel.com or our toll-free number, 888-403-HRCC.

Please sign below to show that you have received a copy or have reviewed the Clear Channel Guide on the CCRC and will abide by Policies:

Anthony Campbell
EMPLOYEE'S SIGNATURE

4/26/07
DATE

Anthony Campbell WKTV New York, NY
PRINT NAME, division and location

Code of Conduct Acknowledgment:

I have been provided with a copy or have reviewed on the CCRC the Code of Business Conduct and Ethics of Clear Channel Communications, Inc. I acknowledge that I have read the code and understand my responsibilities under it. I further acknowledge that I should follow the compliance procedures described in the code if I have any questions or concerns.

Anthony Campbell
EMPLOYEE'S SIGNATURE

4/26/07
DATE

Anthony Campbell WKTV New York, NY
PRINT NAME, division and location

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT G

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO



CONFIDENTIALITY, TRADE SECRETS AND NON-COMPETE AGREEMENT

The Parties to this Agreement and certain referenced elements therein are as follows:

Employer: Clear Channel Incorporated In: Delaware

Corporate Headquarters: San Antonio, Texas

Station and City and State License: WKTV New York, NY

Metropolitan Statistical Area(s) in which Station Competes: New York City

Employee: Adam Gross

Employment Capacity (Job Duties): Account Executive

This Agreement is entered into by and between, the above-referenced "Employee" and the above-referenced "Employer." Employee is entering into employment with or is currently employed by Employer at the above-referenced Station in the above-referenced capacity.

During the term of this agreement, Employee will have access to and become familiar with various trade secrets and confidential information and techniques of Employer. Employee acknowledges that such confidential information and techniques, and trade secrets are owned and shall continue to be owned solely by Employer. During the term of his/her employment, and after such employment terminates, Employee agrees not to use such information for any purpose whatsoever or to divulge such information to any person other than Employer or person to whom Employer has given its consent. Under no circumstances shall Employee remove from Employer's office any of Employer's books, records, format materials, documents, or customer lists, or any copies of such documents without the written permission of Employer; nor shall employee make any copies of such books, records, materials, documents, or customer lists for use outside of Employer's office except as specifically authorized in writing by Employer.

Employee agrees that in consideration of his/her employment or continued employment with Employer, training in Employer's techniques, access to confidential trade secrets or Employer's expenditure of money and energy in advertising, training, promoting or dissemination of information about Employee or various programs in which Employee may participate, Employee does hereby agree that during his/her employment with Employer in the capacity above stated or otherwise and for a period of one hundred eighty (180) days thereafter, he/she shall neither engage directly or indirectly in the rendering of services similar to those provided for Employer nor have any direct or indirect interest in or employment relationship with any radio or television station (including cable organization or supplier) or firm or affiliated company owning or operating a radio or television station or cable system located within or purporting to serve the above-referenced Metropolitan Statistical Area(s), as defined by the US Government, other than properties operated by Employer. The parties have attempted to limit Employee's right to compete only to the extent necessary to protect Employer from unfair competition. The parties recognize, however, that reasonable people may differ in making such a determination. Consequently, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court may modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances existing at that time. In the event Employee violates the restrictive covenant set forth above, it is agreed that the term of the restrictive covenant so violated shall be extended for a period of one hundred eighty (180) days from the time Employee ceases such violation or, in the event of court action, for a period of one hundred eighty (180) days after the entry of a final order or judgment.

Employee further acknowledges that in the event his/her employment with Employer terminates for any reason, he/she will be able to earn a livelihood without violating the foregoing restrictions and that his/her

ability to earn a livelihood without violating such restrictions is a material condition to his/her employment with Employer.

Employee acknowledges that compliance with the covenants previously set forth herein is necessary to protect the business and good will of Employer and that a breach of those covenants will irreparably and continually damage Employer, for which money damages may not be adequate. Consequently, Employee agrees that in the event he/she breaches or threatens to breach any of these covenants, Employer shall be entitled to both a preliminary or permanent injunction in order to prevent the continuation of such harm and money damages insofar as they can be determined.

Nothing in this agreement, however, shall be construed to prohibit Employer from also pursuing any other remedy, the parties having agreed that all remedies shall be cumulative. As such money damages for the period of time during which Employee violated these covenants, Employer shall be entitled to recover the amount of fees, compensation or other remuneration earned by Employee as a result of any such breach. If in one or more instances either party fails to insist that the other party perform any of the terms of this agreement, such failure shall not be construed as a waiver by such party of any past, present or future right granted under this agreement; the obligations of both parties under this agreement shall continue in full force and effect.

The obligations contained in the preceding paragraphs shall survive the termination of this agreement. In addition, the termination of this agreement shall not affect any of the rights or obligations of either party arising prior to or at the time of the termination of this agreement, or which may arise by any event causing the termination of this agreement.

If any provision, paragraph or subparagraph of this agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the agreement including any other provision, paragraph, or subparagraph. Each provision, paragraph and subparagraph of this agreement is separable from every other provision, paragraph and subparagraph, and constitutes a separate and distinct covenant.

This agreement shall be binding upon and shall inure to the benefit of the parties and their successors, assigns, executors, administrators, and personal representatives. This agreement constitutes the complete understanding between the parties, all prior representations or agreements having been merged into this agreement. No alteration or modification to any of the provisions of this agreement shall be valid unless made in writing and signed by both parties. This agreement shall be subject to and governed by the laws of the above-referenced State. If Employee breaches any of the terms of this agreement, the Employee shall pay to Employer all of Employer's costs and expenses, including attorney's fees, incurred by Employer in enforcing the terms of this agreement.

Employee agrees and acknowledges that this agreement is not a contract for employment or continued employment and does not place any obligations upon Employer except as specifically stated herein.

"EMPLOYER"

"EMPLOYEE"

By: _____

Signature: 

Its: _____

Date: 6/29/07

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT H

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO



Employee Acknowledgement of Receipt of Employee Guide and Code of Conduct

[Employees Subject to Collective Bargaining Agreements
or Member of a Collective Bargaining Unit]

Employee Guide Acknowledgement:

NOTE TO EMPLOYEE: I understand that it is my responsibility to read and know the contents of the Employee Guide and to consult with a supervisor about any portions of the Guide I do not understand. I further understand that the rules, regulations and employment policies of the Employee Guide do not create a separate contract of employment or a guarantee of the terms or conditions of employment but are meant as a guideline only.

Please sign below to acknowledge that you have received a copy of the Clear Channel Employee Guide. This Guide sets out the current policies, rules, regulations and principles of this Company. These Employee Guide policies are in effect for all employees unless superseded by a specific provision of a collective bargaining agreement or other express written contract. The benefits only apply to the extent dictated by your CBA. The Company may deviate from, amend, modify or revoke any of its rules, regulations or employment policies at any time, including rules, regulations, or employment policies contained within this Guide.

Please sign below to show that you have received a copy or have reviewed the Clear Channel Guide on the CCRC and will abide by Policies:


EMPLOYEE'S SIGNATURE

6/28/07
DATE

Adam Gross WKTV, NY
PRINT NAME, division and location

Code of Conduct Acknowledgment:

I have been provided with a copy or have reviewed on the CCRC the Code of Business Conduct and Ethics of Clear Channel Communications, Inc. I acknowledge that I have read the code and understand my responsibilities under it. I further acknowledge that I should follow the compliance procedures described in the code if I have any questions or concerns.


EMPLOYEE'S SIGNATURE

6/28/07
DATE

Adam Gross WKTV, NY
PRINT NAME, division and location

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT I

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO



CONFIDENTIALITY, TRADE SECRETS AND NON-COMPETE AGREEMENT

The Parties to this Agreement and certain referenced elements therein are as follows:

Employer: CLEAR CHANNEL Incorporated in: DELEWARE
 Corporate Headquarters: SAN ANTONIO, TX
 Station and City and State License: WKTU, NY, NY
 Metropolitan Statistical Area(s) in which Station Competes: NY, NY
 Employee: JOSE TORRES
 Employment Capacity (Job Duties): SALES ACCT. EXEC.

This Agreement is entered into by and between, the above-referenced "Employee" and the above-referenced "Employer." Employee is entering into employment with or is currently employed by Employer at the above-referenced Station in the above-referenced capacity.

During the term of this agreement, Employee will have access to and become familiar with various trade secrets and confidential information and techniques of Employer. Employee acknowledges that such confidential information and techniques, and trade secrets are owned and shall continue to be owned solely by Employer. During the term of his/her employment, and after such employment terminates, Employee agrees not to use such information for any purpose whatsoever or to divulge such information to any person other than Employer or person to whom Employer has given its consent. Under no circumstances shall Employee remove from Employer's office any of Employer's books, records, format materials, documents, or customer lists, or any copies of such documents without the written permission of Employer; nor shall employee make any copies of such books, records, materials, documents, or customer lists for use outside of Employer's office except as specifically authorized in writing by Employer.

Employee agrees that in consideration of his/her employment or continued employment with Employer, training in Employer's techniques, access to confidential trade secrets or Employer's expenditure of money and energy in advertising, training, promoting or dissemination of information about Employee or various programs in which Employee may participate, Employee does hereby agree that during his/her employment with Employer in the capacity above stated or otherwise and for a period of one hundred eighty (180) days thereafter, he/she shall neither engage directly or indirectly in the rendering of services similar to those provided for Employer nor have any direct or indirect interest in or employment relationship with any radio or television station (including cable organization or supplier) or firm or affiliated company owning or operating a radio or television station or cable system located within or purporting to serve the above-referenced Metropolitan Statistical Area(s), as defined by the US Government, other than properties operated by Employer. The parties have attempted to limit Employee's right to compete only to the extent necessary to protect Employer from unfair competition. The parties recognize, however, that reasonable people may differ in making such a determination. Consequently, the parties hereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court may modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances existing at that time. In the event Employee violates the restrictive covenant set forth above, it is agreed that the term of the restrictive covenant so violated shall be extended for a period of one hundred eighty (180) days from the time Employee ceases such violation or, in the event of court action, for a period of one hundred eighty (180) days after the entry of a final order or judgment.

Employee further acknowledges that in the event his/her employment with Employer terminates for any reason, he/she will be able to earn a livelihood without violating the foregoing restrictions and that his/her

ability to earn a livelihood without violating such restrictions is a material condition to his/her employment with Employer.

Employee acknowledges that compliance with the covenants previously set forth herein is necessary to protect the business and good will of Employer and that a breach of those covenants will irreparably and continually damage Employer, for which money damages may not be adequate. Consequently, Employee agrees that in the event he/she breaches or threatens to breach any of these covenants, Employer shall be entitled to both a preliminary or permanent injunction in order to prevent the continuation of such harm and money damages insofar as they can be determined.

Nothing in this agreement, however, shall be construed to prohibit Employer from also pursuing any other remedy, the parties having agreed that all remedies shall be cumulative. As such money damages for the period of time during which Employee violated these covenants, Employer shall be entitled to recover the amount of fees, compensation or other remuneration earned by Employee as a result of any such breach. If in one or more instances either party fails to insist that the other party perform any of the terms of this agreement, such failure shall not be construed as a waiver by such party of any past, present or future right granted under this agreement; the obligations of both parties under this agreement shall continue in full force and effect.

The obligations contained in the preceding paragraphs shall survive the termination of this agreement. In addition, the termination of this agreement shall not affect any of the rights or obligations of either party arising prior to or at the time of the termination of this agreement, or which may arise by any event causing the termination of this agreement.

If any provision, paragraph or subparagraph of this agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the agreement including any other provision, paragraph, or subparagraph. Each provision, paragraph and subparagraph of this agreement is separable from every other provision, paragraph and subparagraph, and constitutes a separate and distinct covenant.

This agreement shall be binding upon and shall inure to the benefit of the parties and their successors, assigns, executors, administrators, and personal representatives. This agreement constitutes the complete understanding between the parties, all prior representations or agreements having been merged into this agreement. No alteration or modification to any of the provisions of this agreement shall be valid unless made in writing and signed by both parties. This agreement shall be subject to and governed by the laws of the above-referenced State. If Employee breaches any of the terms of this agreement, the Employee shall pay to Employer all of Employer's costs and expenses, including attorney's fees, incurred by Employer in enforcing the terms of this agreement.

Employee agrees and acknowledges that this agreement is not a contract for employment or continued employment and does not place any obligations upon Employer except as specifically stated herein.

"EMPLOYER"

"EMPLOYEE"

By: _____

Signature:  _____

Its: _____

Date: 6.29.2007

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT J

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO



Employee Acknowledgement of Receipt of Employee Guide and Code of Conduct

[Employees Subject to Collective Bargaining Agreements
or Member of a Collective Bargaining Unit]

Employee Guide Acknowledgement:

NOTE TO EMPLOYEE: I understand that it is my responsibility to read and know the contents of the Employee Guide and to consult with a supervisor about any portions of the Guide I do not understand. I further understand that the rules, regulations and employment policies of the Employee Guide do not create a separate contract of employment or a guarantee of the terms or conditions of employment but are meant as a guideline only.

Please sign below to acknowledge that you have received a copy of the Clear Channel Employee Guide. This Guide sets out the current policies, rules, regulations and principles of this Company. These Employee Guide policies are in effect for all employees unless superseded by a specific provision of a collective bargaining agreement or other express written contract. The benefits only apply to the extent dictated by your CBA. The Company may deviate from, amend, modify or revoke any of its rules, regulations or employment policies at any time, including rules, regulations, or employment policies contained within this Guide.

Please sign below to show that you have received a copy or have reviewed the Clear Channel Guide on the CCRC and will abide by Policies:



EMPLOYEE'S SIGNATURE

6.29.07

DATE

JOSE TORRES

PRINT NAME, division and location

Code of Conduct Acknowledgment:

I have been provided with a copy or have reviewed on the CCRC the Code of Business Conduct and Ethics of Clear Channel Communications, Inc. I acknowledge that I have read the code and understand my responsibilities under it. I further acknowledge that I should follow the compliance procedures described in the code if I have any questions or concerns.



EMPLOYEE'S SIGNATURE

6.29.07

DATE

JOSE TORRES

PRINT NAME, division and location

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT K

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO

stations in the U.S. With its international partners, Clear Channel's parent owns and operates more than 240 radio stations in Australia, Mexico, and New Zealand. Clear Channel's parent's Premier Radio Networks unit syndicates more than 70 programs to more than 5,000 radio affiliates, including Rush Limbaugh, Dr. Laura, Jim Rome and Carson Daly.

3. At great expense, Clear Channel has developed and maintained valuable working relationships and substantial good-will with its customers who are located across the world. Because of its extensive investment and strong relationships with its customers, Clear Channel has a reasonable expectation that such relationships will continue into the future. Indeed, Clear Channel's customer relationships are of paramount significance to its business reputation and success. Clear Channel has spent years and millions of dollars gathering, developing, and analyzing its confidential, proprietary information concerning its customers.

4. Clear Channel strives to form long-term relationships with all of its customers and, to do so, Clear Channel invests significant resources, including both human and financial capital to establish and maintain these relationships and the confidentiality of the information associated with these relationships.

5. In June 2007, Citadel acquired ABC Radio, Inc.'s holdings, including WABC-AM in New York and various radio stations in Chicago.

6. Since that time, Citadel has begun poaching our Account executives, including Jose Torres, Lou Carpino, Adam Gross and Anthony Campbell in New York City, New York, and Jaclyn Xavier and Rebecca Osowiec in Chicago. In total, Citadel has recently employed six Clear Channel Account Executives between the New York and Chicago markets.

7. Each of the six former Clear Channel employees all had signed a Confidentiality, Trade Secrets, and Non-Compete Agreements with Clear Channel as a condition of their employment with Clear Channel.

8. On March 3, 2005, Jose Torres, Lou Carpino, Adam Gross and Anthony Campbell informed Clear Channel that they were collectively going to be working at a competing station, WABC-AM, and resigned on March 5, 2008.

9. On March 5, 2005, Clear Channel sent a letter to WABC-AM's General Manager, Steve Borneman, putting him on notice that the Clear Channel Account Executives that were joining WABC-AM are subject to covenants not to compete and that they are not permitted to violate their contractual agreements.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated this 20 day of March, 2008.



Robert Williams

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT L

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Capstar Radio Operating Company, a Delaware Corporation,

Plaintiff,

V.

**Anthony Campbell; Louis Carpino; Adam Gross;
Jose Luis Torres; Citadel Broadcasting Corporation,
a Nevada Corporation; and John Does 1-10,**

08 Civ.

Defendants.

DECLARATION OF STEVEN KRITZMAN

I, Steven Kritzman, duly sworn upon oath, state and declare as follows:

1. I am the Director of Sales for Clear Channel in the New York market radio stations. The New York market stations include WLTW, WKTU, WHTZ, WALK, WAXQ, and WWPR. In my position as Director, I supervise approximately 85 Account Executives, Sales Managers, and Assistants for the Radio Division, Internet Division, Event Division, and Clear Channel Traffic. I began working in this position on May 1, 2004. I make this declaration upon personal knowledge and, if called and sworn as a witness, I could and would competently testify hereto.

2. Clear Channel has invested substantial time and money gathering and developing confidential and proprietary information concerning its markets, services, clients, and its clients' customer base. Because of its vast presence in radio, television, and outdoor advertising, Clear Channel's confidential and other proprietary information is unique and sets it apart from its competitors in the marketplace. The competitive nature of the radio, television, and advertising

industry is such that Clear Channel greatly depends on maintaining and preserving its confidential information and trade secrets to maintain its competitive edge.

3. Clear Channel's confidential and proprietary information currently includes proprietary software systems called Radio Fusion and Best Rate, and, until November 2007, Tapscan. Radio Fusion is a program that manages and schedules all advertising for various radio stations by date, time, and listener base for up to a year. Radio Fusion contains information used by Clear Channel's Account Executives to create effective, market-based proposals targeting specific clients. Such analysis includes client identity and contact information, historical purchases made by clients, products, pricing, advertising and marketing schedules. Radio Fusion provides detailed client profiles based upon historical data that defines the relationship between Clear Channel and its specific client base.

4. Best Rate is a software program incorporated into Radio Fusion. Best Rate employs an algorithm to create a pricing system used by Clear Channel to sell advertising to its clients on the various radio stations it owns. Best Rate incorporates historical information including, but not limited to, costs, product development, date and time of day, time slot and amount of time, historical data, and forecasting. This software system not only determines the rates that should be charged, it alerts personnel to sales that are outside the desired parameters or when actual sales are not aligned with sales targets. Clear Channels' pricing strategy information is extremely valuable and directly effects its competitive position in the marketplace.

5. Tapscan was a scheduling program, utilized by Clear Channel until November 2007, when it was replaced by Radio Fusion. Through Tapscan, Clear Channel's employees could access scheduling information and various market rates and ad space scheduling for particular clients of any of Clear Channel's six New York radio stations.

6. Clear Channel also maintains information concerning Non Traditional Revenue ("NTR") sources. NTR includes information on Clear Channel's internet capabilities and event marketing, packaging and pricing. This information is maintained on the "N" Drive and is accessible only to individuals who need the information, such as Account Executives and higher-ranking management officials.

7. Clear Channel sales personnel may spend months, even years, researching, identifying, and meeting with potential customers, analyzing strategy, reviewing advertising patterns, and determining what advertising would best serve their needs. On average, it takes anywhere from three months to a year and a half for sales personnel to identify, solicit, and meet with potential customers before a sale is made and a relationship is formed.

8. During the creation and maintenance of customer relationships, Clear Channel, through its sales personnel, acquires a great deal of valuable information about their customers, including, but not limited to, personal and professional contact information, the client's target consumer, previous years sales on a campaign or account, advertising and marketing schedules, event sponsorships, buying preferences, and sales demographics. Clear Channel also provides crucial information to its sales personnel about Clear Channel's products, benefits, pricing, competitive qualitative and quantitative information, the stations advertising/marketing plans, promotions events and television campaigns, and familiarity with competitors' features, benefits, strengths, and weaknesses. This information is provided by Clear Channel to its sales personnel through training and personal, one-on-one contact with its customers, which is a critical factor in maintaining and growing Clear Channel's customer relationships. Clear Channel maintains all of this information in a confidential manner.

9. Clear Channel has dedicated extensive resources to its training programs that are provided through its exclusive training school, Clear Channel University. Of the programs developed by Clear Channel University is its "Solution Based Selling for Account Executives" ("SBSAE"). SBSAE is a customized training program that is designed specifically for Clear Channel which is intended to sharpen the Account Executive's sales skills, build better client relationships and achieve sales results. The SBSAE includes comprehensive preparation assignments and a 3-day training workshop that is exclusively for Clear Channel Account Executives. During this program, the participating Account Executives are trained on Clear Channel's sales methods, target marketing techniques, music and radio products, and sample scripts. Each Account Executive also receives pre-workshop assignments which introduces the program and which is followed-up with unique practice assignments to apply the training that they have received.

10. An Account Executive is responsible for meeting in person local business owners and advertising agency representatives, in order to build relationships, and selling all Clear Channel assets as marketing solutions to help clients meet their key business challenges. The essential duties of an Account Executive is to maintain existing business relationships while striving to increase billing and market share; attract new business accounts and sponsorships for the employee's home station, as well as Clear Channel; develop and maintain ongoing relationships with corporate, advertising, and public relations communities; develop presentations to corporations and agencies designed to sell marketing solutions; solicit funding for broadcast and non-broadcast projects, special events web-streaming, and other off-air projects; maintain ability to analyze client marketing analysis, target consumer needs, benefits sought, assignments; develop and sell new accounts.

11. When Louis Carpino, Anthony Campbell, Adam Gross and Jose Torres worked for Clear Channel, they each held the position of Account Executive. As Account Executives, Carpino, Campbell, Gross and Torrez were entrusted with Clear Channel's confidential and proprietary information.

12. As consideration for agreeing to keep Clear Channel's confidences and signing a non-compete agreement, Carpino was invited to and attended Clear Channel University's SBSAE program in May 2006, which was held in Philadelphia, Pennsylvania.

13. As consideration for agreeing to keep Clear Channel's confidences and signing his non-compete agreement, Campbell was invited to and attended Clear Channel University's SBSAE program in July 2007, which was held in Weehawken, New Jersey.

14. As consideration for agreeing to keep Clear Channel's confidences and signing his non-compete agreement, Gross was invited to and attended Clear Channel University's SBSAE program in February 2008, which was held in Weehawken, New Jersey.

15. As consideration for agreeing to keep Clear Channel's confidences and signing his non-compete agreement, Torres was invited to and attended Clear Channel University's SBSAE program in February 2008, which was held in Weehawken, New Jersey.

16. Carpino, Campbell, Gross and Torres advised Clear Channel that they were leaving Clear Channel to join a competing radio station, WABC-AM, on March 5, 2008.

17. On information and belief, in the few days since these former Account Executives left Clear Channel to join Citadel's WABC-AM, efforts have already been made to divert clients from Clear Channel to WABC-AM.

18. Appallingly, Clear Channel has also learned that since March 5, 2008, a Citadel station has used a Clear Channel sales program and adopted it for its own use. It appears that the

Citadel station simply took Clear Channel's PowerPoint presentation on our "Ask the Expert" program, reconfigured it slightly, placed a Citadel station's name on it, and sold it under the Citadel station's name.

19. Clear Channel's "Ask the Expert" program was developed by our sales team and required a significant expenditure of internal resources. Moreover, the PowerPoint presentation created to introduce the client to this product was developed over time and, again, required a significant investment of time and money.

20. Carpino, Campbell, Gross and Torres were never given any authority to use or disclose Clear Channel's trade secrets, confidential and proprietary information for any purpose other than for a legitimate Clear Channel business purpose.

21. Clear Channel's trade secrets, confidential and proprietary information is of tremendous value to Clear Channel and could provide (and has provided) an unfair competitive advantage to any one of its competitors who acquired that information, including Citadel. A competitor, such as Citadel, could use Clear Channel's confidential information, including its secret process of determining pricing information for advertisement values, product information, business plans, and marketing strategies, to develop competing products, adjust its marketing strategies, unfairly price its products, or otherwise move business away from Clear Channel.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated this 20 day of March, 2008.



Steven Kritzman

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT M

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO

that Clear Channel requires each employee to protect its confidential and proprietary information, such as:

- Business promotion strategies and plans (these may be in writing, communicated orally, or exist as a matter of practice or custom).
- Proposals to clients or potential clients, including information compiled or prepared to assist with proposals to clients or potential clients.
- Client lists or prospective (e.g., "target") client lists.
- Client requests (whether presented orally or in writing) for information, proposals, promotional assistance, or other information, which relates to Clear Channel or to the client.
- Event or potential event information, including dates, locations, costs, ticket prices, on-sale information, ticket price determination formulas, methods, strategies, or variations.
- Information regarding other employees and their employment with Clear Channel, including personal information that employees learn in the course of their job duties.
- Information regarding the talents, skills, abilities, and work experience of other employees.
- Computer hardware, software, or computer-related information, whether purchased or created by or on behalf of Clear Channel, as used or applied to Clear Channel's business.
- Information, which pertains – directly or indirectly – to contemplated or actual business relationships between Clear Channel and businesses that engage in activities related to Clear Channel business, e.g., promoters, advertising or marketing firms, etc.
- The identity of consultants, vendors, or other third parties that provide or seek to provide services to Clear Channel, together with the nature of any such services.
- Personal information regarding non-employees, which is obtained through Clear Channel's promotional activities (such as information regarding Internet website visitors, contest winners, email newsletter subscribers, etc.)

(A copy of the Employee Guide is attached to the Declaration of L. Lynnette Sarno ("Sarno Dec." as Exhibit "A").)

4. The Employee Guide also contains a policy that prohibits the dissemination of Clear Channel's confidential and trade-secret information through use of electronic communications. That policy provides:

Sending or posting confidential or sensitive material, trade secrets, or proprietary information outside Clear Channel is prohibited. This includes sending or posting messages or material that could damage Clear Channel's image or reputation (both from work or home, and during working or nonworking time). Employees who misuse communications devices or engage in defamation, misappropriation of trade secrets, misappropriation or unauthorized communication of confidential Company information or related actions using Clear Channel's communication devices will be appropriately disciplined up to and including unpaid suspension and/or termination.

The Guide also lists numerous ways in which an employee must protect their access to Clear Channel's computer systems by protecting and preventing dissemination of their passwords.

5. All Clear Channel employees are also given a Clear Channel Communications, Inc. Code of Business Conduct and Ethics to read and acknowledge that they understand their responsibilities under the code. (See Exhibit "B" to Sarno Dec.) The Code of Conduct requires, among other things, employees to identify confidential and proprietary information and to keep it confidential:

It is also important that you protect the confidentiality of company information. Confidential or proprietary information includes all information that is not generally known to the public and is helpful to the company, or would be helpful to competitors. Proprietary information should be marked accordingly, kept secure and access limited to those who have a need to know in order to do their jobs.

Our business relations are built on trust, and our customers and suppliers count on that trust. If you learn information from them that is not otherwise public, you should keep that information confidential also.

6. Clear Channel also requires all of its Account Executives to sign a Confidentiality Agreement, Trade Secrets And Non-Compete Agreement that defines the type of confidential

and proprietary information they may be exposed to, specifically states that this information is the property of Clear Channel, and requires that Account Executives maintain the confidentiality of Clear Channel's information. The Agreement provides:

During the term of this agreement, Employee will have access to and become familiar with various trade secrets and confidential information and techniques of Employer. Employee acknowledges that such confidential information and techniques, and trade secrets are owned and shall continue to be owned solely by Employer. During the term of his/her employment, and after such employment terminates, Employee agrees not to use such information for any purpose whatsoever or to divulge such information to any person other than Employer or person to whom Employer has given its consent. Under no circumstances shall Employee remove from Employer's office any of Employer's books, records, format materials, documents, or customer lists, or any copies of such documents without the written permission of Employer; nor shall employee make any copies of such books, records, materials, documents, or customer lists for use outside of Employer's office except as specifically authorized in writing by Employer.

7. Every time an employee accesses any Clear Channel computer system, Clear Channel reminds the employee that the information stored on its computers are the property of Clear Channel through a warning message. Prior to accessing Clear Channel's computer systems, all employees must agree to abide by the following policy:

All email, instant messaging, voice mail, internet traffic and computer files used, created, or stored on Clear Channel equipment is Company property and subject to monitoring by the Company.

Clear Channel has the right to access and review your electronic files, messages, email, and Internet activity. We might need to do this for business reasons, or to make sure there is no misuse or violation of Company policy or any law. This may happen at any time and without notice to you. By accessing Clear Channel's email or Internet system, all employees knowingly and voluntarily consent to electronic monitoring, and acknowledge Clear Channel's right to conduct such monitoring.

8. In addition, as a condition of employment, Account Executives signed a non-compete agreement, which provided:

Employee agrees that in consideration of his/her employment or continued employment with Employer, training in Employer's techniques, access to confidential trade secrets or Employer's expenditure of money and energy in advertising, training, promoting or dissemination of information about Employee or various programs in which Employee may participate, Employee does hereby agree that during his/her employment with Employer in the capacity above stated or otherwise and for a period of one hundred eighty (180) days thereafter, he/she shall neither engage directly or indirectly in the rendering of services similar to those provided for Employer nor have any direct or indirect interest in or employment relationship with any radio or television station (including cable organization or supplier) or firm or affiliated company owning or operating a radio or television station or cable system located within or purporting to serve the above-referenced Metropolitan Statistical Area(s), as defined by the U.S. Government, other than properties operated by Employer. The parties have attempted to limit Employee's right to compete only to the extent necessary to protect Employer from unfair competition. The parties recognized, however, that reasonable people may differ in making such a determination. Consequently, the parties thereby agree that, if the scope or enforceability of the restrictive covenant is in any way disputed at any time, a court may modify and enforce the covenant to the extent that it believes to be reasonable under the circumstances existing at that time. In the event Employee violates the restrictive covenant set forth above, it is agreed that the term of the restrictive covenant so violated shall be extended for a period of one hundred eighty (180) days from the time Employee ceases such violation or, in the event of court action, for a period of one hundred eighty (180) days after the entry of a final order or judgment.

Employee further acknowledges that in the event his/her employment with Employer terminates for any reason, he/she will be able to earn a livelihood without violating the foregoing restrictions and that his/her ability to earn a livelihood without violating such restrictions is a material condition to his/her employment with Employer.

Employee acknowledges that compliance with the covenants previously set forth herein is necessary to protect the business and good will of Employer and that a breach of those covenants will irreparably and continually damage Employer, for which money

damages may not be adequate. Consequently, Employee agrees that in the event he/she breaches or threatens to breach any of these covenants, Employer shall be entitled to both a preliminary or permanent injunction in order to prevent the continuation of such harm and money damages insofar as they can be determined.

9. Louis Carpino ("Carpino") was hired by Clear Channel on March 20, 2006 as an Account Executive with radio station, WLTW.

10. Immediately upon his hire, Carpino signed the Confidentiality, Trade Secrets and Non-Compete Agreement. (Attached to Sarno Dec. as Exhibit "C".)

11. In addition, Carpino received a copy of Clear Channel's Employee Guide ("Guide"). Carpino acknowledged receipt of the Employee Handbook on March 20, 2006. Thereafter, also received Clear Channel's Code of Business Conduct and Ethics ("Conduct of Conduct").

12. On September 15, 2006, Carpino acknowledged that he read and agreed to abide by Code of Conduct and again confirmed receipt of the Guide. (Attached to Sarno Dec. as Exhibit "D".)

13. Anthony Campbell ("Campbell") was hired by Clear Channel on April 30, 2007 as an Account Executive with radio station, WKTU.

14. When he was hired, Campbell signed the Confidentiality, Trade Secrets and Non-Compete Agreement. (Attached to Sarno Dec. as Exhibit "E".)

15. In addition, Campbell received a copy of Clear Channel's Guide and the Conduct of Conduct. On April 26, 2007, Campbell acknowledged that he read and agreed to abide by the Guide and the Code of Conduct. (Attached to Sarno Dec. as Exhibit "F".)

16. Adam Gross ("Gross") was hired by Clear Channel on July 9, 2007 as an Account Executive with radio station, WKTU. When he was hired, Gross signed the Confidentiality, Trade Secrets and Non-Compete Agreement. (Attached to Sarno Dec. as Exhibit "G".)

17. In addition, Gross received a copy of Clear Channel's Guide and the Conduct of Conduct.

18. On June 29, 2007, Gross acknowledged that he read and agreed to abide by the Guide and the Code of Conduct. (See, Exhibit "H" to Sarno Dec.)

19. Jose Torres ("Torres") was hired by Clear Channel on July 9, 2007 as an Account Executive with radio station, WKTU.

20. When he was hired, Torres signed the Confidentiality, Trade Secrets and Non-Compete Agreement. (Attached to Sarno Dec. as Exhibit "I".)


21. In addition, Torres received a copy of Clear Channel's Guide and the Conduct of Conduct.

22. On June 29, 2007, Torres acknowledged that he read and agreed to abide by the Guide and the Code of Conduct. (See, Exhibit "J" to Sarno Dec.)

23. Carpino, Campbell, Gross and Torres advised Clear Channel that they were leaving Clear Channel to join a competing radio station, WABC-AM, on March 5, 2008.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated this 20th day of March, 2008.


Mirian Jerez

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT N

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO

4. That same day, Carpino and I met with other Account Executives to transition his accounts. A few of Carpino's client relationships were transferred to Account Executive, Leon Bart-Williams.

5. Since Carpino's departure, six clients of our station have contacted me directly to inform me that Carpino reached out to them on behalf of WABC-AM.

6. One of the clients that Carpino serviced is a major food company, which was a client relationship developed by the station before Carpino joined Clear Channel.

7. There was a fundraising event hosted by that company on March 9, 2008, for which WLTW was a sponsor.

8. Because of his departure, I asked Carpino not to attend at the WLTW table and told him that other Clear Channel employees would be there.

9. I attended the client's event on March 9, 2008, and Carpino was present.

10. Carpino informed me that he contacted the Clear Channel client and asked to attend.

11. Prior to working for Clear Channel, Carpino did not have a relationship with this client.

12. Most recently, I learned that a Citadel radio station has misappropriated Clear Channel's "Ask the Expert" sales program.

13. I took a primary role in the development of the "Ask the Expert" sales program and the program launched approximately a year ago. This program was initially created for WLTW, and it offers our clients a unique way to advertise and includes specific objectives, strategies, formats and methods.

14. Clear Channel expended a significant amount of time and resources to develop this sales program.

15. To introduce the sales program to potential clients, we developed a PowerPoint presentation that sets forth the program's details. Again, the preparation of the PowerPoint presentation required a substantial time and attention.

16. After the success of the "Ask the Expert" program at WLTW, the same program was launched at each of its sister Clear Channel stations within the New York market.

17. This sales program has been very successful and lucrative for Clear Channel, especially with its direct client relationships.

18. On March 19, 2008, I learned that a Citadel station has taken our PowerPoint presentation, altered it very slightly, called it "Talking with the Experts" and introduced it as a Citadel product.

19. What is absolutely appalling is that the PowerPoint presentation that was taken from Clear Channel (and used by Citadel) has nearly identical content as the presentation that I prepared for Clear Channel.

20. Clear Channel learned of this misuse of our sales product from a client, who after receiving the proposal from the Citadel station, recognized the similarity in the products.

I declare under penalty of perjury under the laws of the United of America that the foregoing is true and correct.

Dated this 20 day of March, 2008.



Bernhard Weiss

1:08-cv-02976-LAK

Capstar Radio Operating Company v. Campbell et al
Lewis A. Kaplan, presiding

EXHIBIT O

IN SUPPORT OF DECLARATION
OF L. LYNNETTE SARNO

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Capstar Radio Operating Company, a Delaware Corporation,

Plaintiff,

V.

**Anthony Campbell; Louis Carpino; Adam Gross;
Jose Luis Torres; Citadel Broadcasting Corporation,
a Nevada Corporation; and John Does 1-10,**

08 Civ.

Defendants.

DECLARATION OF LEON BART-WILLIAMS

I, Leon Bart-Williams, duly sworn upon oath, state and declare as follows:

1. I am an Account Executive with Clear Channel radio station, WLTW. I have held this position for approximately two years. I make this declaration upon personal knowledge and, if called and sworn as a witness, I could and would competently testify hereto.

2. Lou Carpino ("Carpino") and I worked together when he was an Account Executive for WLTW.

3. On March 3, 2005, I learned that Carpino had resigned and would be working for a competing radio station, WABC-AM.

4. That same day, I was asked by the Local Sales Manager, Bernhard Weiss, to take over a few of Carpino's accounts.

5. Since Carpino left, I have learned that he has contacted Clear Channel clients.

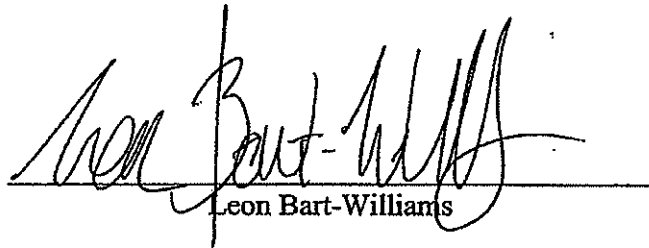
6. With regard to one client that I service, Carpio was aware of meetings that I was going to have with the client, even though I did not share it with him and it had not been scheduled before his departure.

7. On March 11, 2008, I received a call from Carpino, while he was in a meeting with a Clear Channel client.

8. In addition, because we had a friendly relationship, Carpino has called me seeking introductions to other Clear Channel clients for his sales efforts at WABC-AM. However, recognizing that Carpino is now working for a competing station, I declined to do so.

I declare under penalty of perjury under the laws of the United of America that the foregoing is true and correct.

Dated this 20 day of March, 2008.



Leon Bart-Williams